

TITLE PAGE

STATE OF FLORIDA



BROWARD COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSAL

DOH12-043

BROWARD COUNTY PROACT PEER NAVIGATION
AND AFFORDABLE CARE ACT PREPARATION PROGRAM

Administrative Lead:

Susan Wasserman, Contract Administrator
Broward County Health Department
780 SW 24th Street
Fort Lauderdale, Florida 33315
FAX: (954)760-7798

Vendor Name _____

Vendor Mailing Address _____

City-State-Zip _____

Telephone Number _____

Email Address _____

Federal Employer Identification Number (FEID) _____

Authorized Signature (Manual) _____

Authorized Signature (Typed) and Title _____

TABLE OF CONTENTS

1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), AS AMENDED ...6

2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), AS AMENDED.6

3.0 INTRODUCTORY MATERIALS6

3.1 STATEMENT OF PURPOSE6

3.2 TERM7

3.3 DEFINITIONS8

4.0 TECHNICAL SPECIFICATIONS11

4.1 SCOPE OF SERVICE.....11

4.2 PROGRAMMATIC AUTHORITY11

4.3 MAJOR PROGRAM GOALS.....11

4.4 TASK LIST12

4.5 TASK LIMITS14

4.6 STAFFING LEVELS14

4.7 PROFESSIONAL QUALIFICATIONS14

4.8 STAFFING CHANGES14

4.9 SERVICE DELIVERY LOCATION.....15

4.10 SERVICE TIMES.....15

4.11 CHANGES IN LOCATION15

4.12 EQUIPMENT.....15

4.13 REPORTS.....15

4.14	RECORDS AND DOCUMENTATION	16
4.15	OUTCOMES AND OUTPUTS (PERFORMANCE MEASURES)	16
4.16	PROVIDER UNIQUE ACTIVITIES.....	17
4.17	DEPARTMENT OBLIGATIONS.....	17
4.18	DEPARTMENT DETERMINATIONS.....	17
4.19	FINANCIAL SPECIFICATIONS.....	18
4.20	COST PROPOSAL.....	20
4.21	RESPONSIVE AND RESPONSIBLE	20
4.22	EVALUATION OF PROPOSAL.....	20
4.23	PROPOSAL CONTENTS AND PAGE LIMITATIONS	21
5.0	SPECIAL INSTRUCTIONS TO RESPONDENTS.....	23
5.1	INSTRUCTIONS FOR SUBMITTAL.....	23
5.2	INSTRUCTIONS FOR FORMATTING	23
5.3	PUBLIC RECORDS AND TRADE SECRETS.....	23
5.4	INQUIRIES.....	25
5.5	MANDATORY NOTICE OF INTENT TO SUBMIT A PROPOSAL.....	25
5.6	SPECIAL ACCOMMODATIONS.....	25
5.7	MINORITY AND SERVICE-DISABLED VETERAN BUSINESS.....	25
6.0	SPECIAL CONDITIONS	26
6.1	COST OF PREPARATION.....	26
6.2	VENDOR REGISTRATION.....	26
6.3	IDENTICAL TIE PROPOSALS.....	26

6.4	RENEWAL.....	26
6.5	VERBAL INSTRUCTIONS PROCEDURE.....	26
6.6	ADDENDA	27
6.7	UNAUTHORIZED ALIENS	27
6.8	CERTIFICATE OF AUTHORITY	27
6.9	STANDARD CONTRACT/DIRECT ORDER	27
6.10	LICENSES, PERMITS, AND TAXES	27
6.11	CONFLICT OF INTEREST.....	27
6.12	TERMINATION.....	28
6.13	RECYCLED CONTENT	28
6.14	CONFLICT OF LAW AND CONTROLLING PROVISIONS	28
6.15	E-VERIFY	28
6.16	SCRUTINIZED COMPANIES.....	28
6.17	REQUIRED CERTIFICATIONS.....	28
6.18	W9 INITIATIVE.....	28
6.19	FLORIDA PREFERENCE.....	29
6.20	ATTACHMENTS.....	29
	ATTACHMENT I REQUIRED CERTIFICATIONS.....	30
	ATTACHMENT II EVALUATION CRITERIA.....	31
	ATTACHMENT III STANDARD CONTRACT.....	36
	ATTACHMENT IV DOH TERMS AND CONDITIONS.....	43
	ATTACHMENT V NOTICE OF INTENT TO SUBMIT A PROPOSAL.....	45

DOH12-043
Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
Request for Proposal

TIMELINE

EVENT	DUE DATE	LOCATION
RFP Advertised - Released	March 18, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing	March 27, 2013	Submit to: Broward County Health Department Attn: Susan Wasserman, Contract Administrator 780 SW 24 th Street Fort Lauderdale, FL 33315 Fax: (954) 760-7798 E-mail: susan_wasserman@doh.state.fl.us
Answers to Questions	April 5, 2013	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Notice of Intent to Submit a Proposal	April 10, 2013	Submit to: Broward County Health Department Attn: Susan Wasserman, Contract Administrator 780 SW 24 th Street Fort Lauderdale, FL 33315 Fax: (954) 760-7798 E-mail: susan_wasserman@doh.state.fl.us
Sealed Proposals Due and Opened	Must be received PRIOR to: 2:00 p.m. E.T. April 29, 2013	Broward County Health Department Attn: Susan Wasserman, Contract Administrator 780 SW 24 th Street Fort Lauderdale, FL 33315
Anticipated Evaluation of Proposals	Beginning: April 30, 2013	Individual Evaluation of proposals – NOTE: any Evaluation Team Meetings will be publicly noticed.
Anticipated Posting of Intent to Award	May 14, 2013	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

The Florida Statutes can be accessed at www.leg.state.fl.us/statutes/

Only filings delivered by the U.S. Postal Service, a private delivery service, in person or by fax during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines. The Agency Clerk's address:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, FL 32399-1703
850-245-4005

Agency Clerk
2585 Merchants Row Blvd
Tallahassee, FL 32399
FAX: 850-410-1448
or 850-413-8743

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), as amended.

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2934/11780>

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended.

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2933/11777>

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose/Background

There are two (2) facets to this RFP. The first is the plan and its implementation to provide for the placement and use of several human immunodeficiency virus (HIV) Peer Navigators with varying backgrounds and life experiences throughout the community in a broad range of settings. The second facet is for the Respondent to plan and implement changes that will be necessary for it to not only survive but thrive in response to changes in the healthcare environment associated with the Affordable Care Act (ACA).

The PROACT (**P**articipate, **R**etain, **O**bserve, **A**dhere, **C**ommunicate, **T**eamwork) Program of the Broward County Health Department (Department) is a public health initiative designed to support the community-based provision of human immunodeficiency virus (HIV) primary care services in Broward County. The program offers high-intensity, specialized services intended to facilitate engagement and retention in community-based HIV care, reduce the spread of HIV, and promote the health of residents and visitors in Broward County. PROACT clients retain connections with their HIV primary care and other providers. PROACT functions as an adjunct to a client's community-based care system. The success of the PROACT Program will be measured through program evaluation activities.

The purpose of this RFP is to solicit proposals from community-based organizations (CBOs) providing services in Broward County to hire Peers (i.e., individuals who are themselves living with HIV) to work as Peer Navigators. Peer Navigators would be based at one CBO, would work within that CBO as well as in other CBOs with which Memoranda of Agreement (MOAs) are executed, and would function as extensions of the Department's PROACT Program team. The chief responsibility of Peer Navigators will be to work with individuals who are newly diagnosed with HIV to assist them with establishing and maintaining linkage to care, to work with individuals who have fallen out of care to help them to return to and remain in care, and to support the achievement of full adherence to antiretroviral therapy (ART) regimens for all PROACT Program clients. The Peer Navigators will join one PROACT Health System Navigator- currently employed by the Department who plays a key and, in many cases, ongoing role in screening for barriers to care and in implementing action plans centered on linkage to/retention in HIV primary care services and adherence to ART.

In some target populations, it may be extremely difficult, if not impossible, to solicit qualified peer candidates for Peer Navigator positions. Should this be the case, a person who has a personal understanding of issues related to living with HIV/AIDS as a partner, family member, or close friend of a person living with HIV/AIDS may be considered for a Peer Navigator position.

A particular emphasis of the PROACT Program is the promotion of full adherence to ART regimens through the implementation of evidence-based interventions involving the medication itself and/or contextual factors

that impede full adherence. Nursing assessment and intervention to educate clients about their medications and facilitate their correct usage with the support of pillboxes; discrete texting sent to clients to remind them

to take their medications; and, in cases in which adherence is consistently poor, modified directly observed therapy (mDOT; observing the taking of some – but not all – dosages of medications) are approaches that are or will be taken by the Department to improve ART adherence. PROACT's behavioral health services are based on in-depth assessment of mental health and substance use problems and referral to appropriate community services and/or referral to PROACT Licensed Behavioral Health Professionals who can offer specialized, evidence-based, adherence-focused interventions.

The ACA will likely alter the provider landscape as agencies evolve to accommodate the changes in health care mandates and reimbursement mechanisms ushered in by the ACA. According to a recent publication from the Henry J. Kaiser Family Foundation (2012):

The passage of the ACA in 2010 provided significant, new opportunities for expanding access and coverage to millions of people in the United States, including people with HIV. Soon after the ACA's passage, the White House released the first comprehensive national HIV/AIDS strategy for the U.S. with three primary goals – reduce the number of new infections, increase access to care, and reduce HIV-related health disparities – predicated in large part on using the ACA as a platform to help achieve these goals. . . . While nearly all of the provisions of the ACA have some impact on people with HIV or their care, several are of particular relevance. . . . They include expansion of health coverage and services in the private insurance market and through Medicaid, as well as an increased emphasis on prevention and health system improvements. (p. 3)

One of the most important components of the ACA for people with HIV is the Medicaid expansion. Medicaid is the largest payer of HIV care in the U.S. and a critical source of care and services, including ART and other prescription drugs, for people with HIV. . . . The ACA made several changes that are designed to significantly expand Medicaid eligibility. (p. 6)

[Source: Crowley, J.S., & Kates, J. (2012, September). *The Affordable Care Act, the Supreme Court, and HIV: What are the implications?* Menlo Park, CA: Henry J. Kaiser Family Foundation.]

Agencies/systems of care will need to analyze their current mix of funding sources and anticipate shifts in funding that will likely occur as the ACA is fully implemented in 2014. Agencies/systems of care that rely on funding through the Ryan White HIV/AIDS Treatment Modernization Act may face financial challenges as individuals who are currently Ryan White eligible are transferred to Medicaid coverage. HIV health "homes" are emerging as a preferred model for service delivery and many agencies/systems of care are not yet set up to offer comprehensive health services in this format.

3.2 Term

The initial term of the contract resulting from this solicitation shall be one (1) year beginning on or about June 10, 2013 and shall be in the maximum amount of \$337,500.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

3.3 Definitions

ACA: Affordable Care Act

AIDS: Acquired Immunodeficiency Syndrome. A condition that exists when a person has tested positive for HIV and has one or more of 26 listed opportunistic illnesses/infections and/or a T-cell count of 200 or less per microliter of blood.

ART: Antiretroviral therapy.

ARTAS: Antiretroviral Treatment Access Study. This is a linkage intervention for case management based on the strengths and abilities of the client. The client has a maximum of five face-to-face contacts with the ARTAS Care Coordinator, with the ultimate goal of learning to independently navigate the medical care system.

ASO: AIDS service organization.

BCHPPC: Broward County HIV Prevention Planning Council; the local prevention planning body.

CBO: Community-based organization

CDC: Centers for Disease Control and Prevention, the Federal agency responsible for HIV/AIDS Prevention.

Client: An individual receiving HIV-related services in Broward County.

Collaboration: Working with another person, organization, or group for mutual benefit by exchanging information, sharing resources, or enhancing the other's capacity to achieve a common goal or purpose.

Community Viral Load: The average viral load among all persons living with HIV/AIDS (PLWHA) in a defined area, including persons in HIV primary care and persons not in care.

Comprehensive Risk Counseling and Services (CRCS): An intensive, individualized client-centered counseling for adopting and maintaining HIV risk-reduction behaviors. CRCS is designed for HIV-positive and HIV-negative individuals who are at high risk for acquiring or transmitting HIV and sexually transmitted infections (STIs) and struggle with issues such as substance use and abuse, physical and mental health, and social and cultural factors that affect HIV risk.

Contract Manager: An individual designated by the Florida Department of Health to be responsible for the monitoring and management of the contract.

Cost Reimbursement: A method of reimbursing providers based on allowable costs incurred during the reporting period.

Counseling, Testing and Linkage (CTL): HIV counseling, testing, and direct assistance in getting a client enrolled into the health and social service system.

Department: Broward County Health Department.

DIS: Disease Intervention Specialist – staff in the STI Program that follow-up on all reports of sexually transmitted infections, including HIV/AIDS.

Florida DOH: The State of Florida Department of Health.

HBV, HCV: Viruses that cause Hepatitis B and C, respectively.

HIV: Human Immunodeficiency Virus. The virus identified as the causative agent of AIDS.

HIV Health Home: Currently a Medicaid-only construct, the health home is a comprehensive coordinated care model developed to provide dedicated attention to people with one or two or more chronic health conditions, or with one chronic condition and at risk for another, or who have serious mental illness or a substance use disorder and, as a result of their condition, require care coordination above and beyond conventional "medical home" practice. The model provides enhanced Medicaid reimbursement for services to individuals with approved chronic conditions (soon to include HIV). Providers may include primary care practices, community mental health organizations, addiction treatment providers, Federally Qualified Health Centers, health home agencies, etc. Care is team-based and has a whole-person orientation with *explicit* focus on the integration of behavioral healthcare and primary care, and includes individual and family support services. Payment is usually based upon the cost per member per month (PMPM) for six required services, with more intensive care coordination and patient activation components.

HIV Prevention Counseling: An interactive process between client and counselor aimed at reducing risky sex and drug injection behaviors related to HIV acquisition or transmission.

HIV Risk Behaviors: Activities that place individuals at high risk for HIV including: having unprotected anal or vaginal sex with a person living with HIV; injecting drugs with non-sterile, shared drug injection equipment; having unprotected anal or vaginal sex in exchange for money or drugs; having unprotected anal or vaginal sex with more than one sex partner; having a diagnosis of a sexually transmitted disease (STI); and, having unprotected anal or vaginal sex with anyone who had/has any of these risks.

HIV Risk Factors: Behaviors, activities, and/or circumstances that place one at risk for acquiring HIV. Examples include unsafe sexual activities, substance abuse/use, poverty, mental health problems, low self-efficacy and esteem, and economic dependency.

IDU: Injecting Drug Use(r).

Intervention: A specific activity (or set of related activities) intended to reduce the risk of HIV transmission or acquisition. Interventions may be either biomedical or behavioral and have distinct process and outcome objectives and protocols outlining the steps for implementation.

In-treatment Average Viral Load: The average viral load among all PLWHA who are engaged in HIV primary care in a defined area.

Intervention Population: Specific group within the priority population that shall be targeted for intervention activities.

Linkage: The act of confirming that a client, when offered a voluntary service, is successful in accessing that service. This may include providing or arranging transportation, making and rescheduling appointments, or accompanying the client to appointments.

Linkage-To-Care: Assisting an individual in receiving medical care for HIV infection from a physician, physician's assistant, or nurse practitioner, usually within 90 days of a positive test result. Linkage is the

post-referral verification that medical services were accessed by the individual being referred to care. Linkage to medical care is the outcome of the referral.

MOA: Memorandum of Agreement.

Men Who Have Sex With Men (MSM): Men who report sexual contact with other men and men who report sexual contact with both men and women, whether or not they identify as “gay or bisexual.”

Modified Directly Observed Therapy (mDOT): Observing the taking of some – but not all – dosages of medications.

Navigator: Specially trained individual who helps patients address the many barriers—financial, logistic, and social—that make it difficult to use the healthcare system effectively and efficiently.

Outreach: A process of engaging face-to-face with high-risk individuals in their own neighborhoods or venues where they typically congregate to provide HIV-related testing and treatment, health information and education, referrals and linkage to services, and recruitment for other interventions and/or services.

Partner Services: Notification to individuals of possible exposure to HIV.

Partner Services Agreement: An agreement between a county health department and a community-based organization to ensure that a disease intervention specialist (DIS) is readily available to provide partner services and linkages for those found to be HIV-infected. This might include having a DIS embedded in the agency or having an on-call type arrangement with the DIS.

PLWHA: Person(s) living with HIV/AIDS.

Peer: A person living with HIV/AIDS who is trained as a mentor to other persons living with HIV/AIDS.

Peer Program: A program staffed by persons living with HIV/AIDS and/or those who have a personal understanding of issues related to living with HIV/AIDS serving the populations identified in this RFP.

PROACT (Participate, Retain, Observe, Adhere, Communicate and Teamwork): The Department’s program to assist clients with linkage to care, retention in care, and adherence to antiretroviral therapy. The program was implemented to promote the health and well-being of individuals living with HIV and to reduce the potential for HIV transmission in Broward County.

Proposal: The complete written response to the RFP, including properly completed forms, supporting documents, and attachments.

Provider: The business entity to which a contract has been awarded by the Department in accordance with a timely proposal submitted by that entity in response to this RFP.

PE: Provide Enterprise Computer System

Respondent: The organization with a 501(c)3 designation that submits a proposal to the Department in accordance with these instructions.

RFP: Request for Proposals; a procedure to secure competitive proposals to operate a program.

Referral: The provision of timely, appropriate guidance to an individual for the purpose of directing that individual to a specific care and/or service provider. This usually entails giving the client the contact information for the service provider and placing the responsibility on the client to contact the service provider.

STI: Sexually Transmitted Infection; any of a number of infections that are transmitted through sexual contact, including HIV.

Structural Interventions: Activities that address factors outside the control of a single individual that may lead to HIV infection or impede access to or retention in medical care for a person living with HIV (e.g., providing low-cost housing, reducing stigma, offering educational opportunities, providing transportation assistance, utilization of peers to assist newly diagnosed individuals to navigate the medical care system, etc.).

Target Population: Persons, eighteen (18) years of age and older, of all races, ethnicities, sexual orientations, genders, and gender identifications living with HIV in Broward County.

Unit of Service: Fifteen (15) minutes of client contact via telephone, text or face-to-face, including travel time.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

Funding is available for organizations serving Broward County to provide HIV/AIDS peer-based navigation services to newly diagnosed individuals, persons at risk of falling out of care, and persons who have fallen out of care. Peer Navigators will also assist the PROACT Nurse in implementing interventions to improve antiretroviral adherence. In addition, a portion of funding will be used to engage in capacity building/program start-up activities necessary for the program to succeed, and for strategic planning and program development activities necessary to ensure that the Respondent or the Respondent's system of care will remain financially and programmatically sound through organizational transition to the funding parameters set forth in the ACA.

4.2 Programmatic Authority

The successful Respondent must comply with all applicable Federal and State laws, including but not limited to Chapters 381 and 384, Florida Statutes (F.S.), regulations, action transmittals, program instructions, review guides and similar documentation applicable to HIV/AIDS services.

4.3 Major Program Goals

The mission of the Department is to protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts. In recognition of the fact that treatment adherence both improves the health of individuals and reduces their infectivity, thus reducing the likelihood of HIV transmission, the goals of the Broward County PROACT Program are:

- a. To ensure that all persons living with HIV in Broward County are linked to care.
- b. To ensure that all persons linked to care are retained in care, and individuals who fall out of care are re-engaged in care.
- c. To ensure that all persons in care adhere to their medication regimens.
- d. To reduce the transmission of HIV in Broward County.

PLWHA play an instrumental role in advancing access to and increasing the quality of their health care services. Since the beginning of the epidemic, PLWHA have advocated for resources that prevent new HIV infections, expand availability and accessibility of care and services, and promote improved HIV treatments. No one understands the reality of HIV as well as a person living with HIV. Peers, defined as trained consumers living with HIV who work with clients, bring a unique perspective of the reality of HIV that trained health care professionals, social workers or other staff members not living with HIV are unable to offer a PLWHA.

According to the PEER Center at the Boston University School of Public Health, there are benefits to using peers as a part of the health care team for PLWHA and other chronic illnesses. Peer support programs play four important roles:

- a. Provide information and support through shared experiences.
- b. Model skills.
- c. Offer emotional support, including encouragement, reinforcement, and decreased isolation.
- d. Bring mutual reciprocity through shared problem solving and by giving and receiving help on a shared medical issue.

[Source: "Building Blocks to Peer Program Success," PEER Center: Peer Evaluation, Education, and Resource Center, Boston University School of Public Health, Boston, Massachusetts, August 2009, pp.5-6]

4.4 Task List

Working with the Department, the successful Respondent shall perform the tasks listed below.

- a. By the end of the first thirty (30) days of the contract period, the successful Respondent will submit and implement the final work plan for the first year of program operation that includes a calendar of events/activities and assigned personnel and dates. During the first thirty (30) days of the contract period, the successful Respondent will have the work plan reviewed and approved by the Department Contract Manager.
- b. If needed, in the sole discretion of the Department, the successful Respondent will submit written updates of the work plan with an updated calendar to the Department Contract Manager or his/her designee each quarter. Work plan updates, as appropriate, are due by the tenth (10th) day of the month following the end of the quarter.
- c. Conduct and conclude the negotiations necessary to produce signed MOAs with ASOs and other entities for the purpose of locating Peer Navigators in a broad range of settings, including non-traditional locations. The MOAs must describe how the agencies will collaborate in order for the successful respondent to provide the required services. All MOAs must be approved by the Department's Contract Manager.
- d. The successful Respondent will recruit candidates for Peer Navigator and administrative positions, interview and hire Peer Navigators, and assume responsibility for the day-to-day administrative supervision of all Peer Navigators in all service settings in which Peer Navigators are out posted in accordance with MOAs. (Training will be provided by staff of the Department's PROACT Program or

national experts in accordance with the program model. Certified training in the use of motivational interviewing will be provided by the Department and mandated for all Peer Navigators; additional training opportunities will be announced and offered, as appropriate. Respondent supervisor[s] is/are welcome to participate in this training process to better understand the work that will be expected of their Peer Navigator employees.)

- e. Peer Navigators will conduct intake interviews with clients and administer Department screening tools to identify barriers to care. Referrals for PROACT intake interviews will be made to the successful Respondent by the Department's PROACT Program, by CBOs serving PLWHA, internally within the successful Respondent agency, and by the service settings with which MOAs are established.
- f. The successful Respondent's staff (Peer Navigators and supervisors) will attend weekly PROACT Team Meetings conducted by the Department's PROACT Program Director, Behavioral Health Professional, and Nurse at times determined by the Department. These meetings will be held on-site at the successful Respondent's facility and will be used for staffing of new cases by Peer Navigators and the discussion of Action Plans, including referral to the PROACT Behavioral Health Professionals and/or Nurse for discipline-based assessment of barriers to care and recommendations for intervention; and for the ongoing education of Peer Navigators to refine their intake and intervention skills.
- g. Peer Navigators will link clients to care and, as appropriate, accompany clients to appointments.
- h. Upon direction from the PROACT Nurse, Peer Navigators will engage in mDOT.
- i. Peer Navigators may also be involved in the implementation of approved discrete texting services to PROACT clients.
- j. Peer Navigators will document their work with clients through the completion of forms developed by the Department's PROACT Program and their submission in a timeframe developed by the Department's PROACT Program. Peer Navigators will participate in all required program evaluation activities.
- k. The successful Respondent will ensure that services are culturally appropriate and seek to implement program activities in settings that are culturally and age-appropriate safe spaces for the target population.
- l. The successful Respondent will work closely with the Department throughout the contract term on strategic planning and implementation activities resulting from the transition to the ACA that include but are not limited to the review of the organizational mission and objectives by Respondent's board members and administrative personnel; planning, implementation, and (if possible) completion of any needed organizational change strategies; and creation of an HIV health home or homes.

4.5 Task Limits

Employees funded 100% through this program shall not perform duties on other provider projects or initiatives on a day-to-day basis.

The successful respondent shall not perform any tasks related to the project other than those described in Section 4.4 without the express written consent of the department.

4.6 Staffing Levels

Each Respondent shall include the following in its proposal as addressed in Section 4.24 c. Respondent's Capacity:

- a. The number of Full Time Equivalent (FTE) Peer Navigators they will be hiring.
- b. Staffing for technical, administrative, and clerical support. The successful Respondent 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 Respondent's staffing levels do not conform to those identified in the proposal, it shall advise the successful Respondent in writing which Respondent shall have thirty (30) days to remedy the identified staffing deficiencies or to provide an explanation of the situation with a corrective action plan that is approved by the Department Contract Manager. If the successful Respondent is out of compliance with these terms, the Department, in its sole discretion, may terminate the contract.

4.7 Professional Qualifications

Peer Navigators hired to work through the resulting contract should be representative of the target population or individuals familiar and comfortable with the cultural norms and mores of the target population, and likely to be accepted by that population. Their qualifications should include, but not be limited to the following: a valid Florida driver's license and an insured, reliable vehicle; a personal understanding of issues related to living with HIV/AIDS; strong interpersonal and communication skills; ability to maintain a work schedule and be on time; ability to work with a culturally and economically diverse population, including people of color, gay/bisexual/transgender persons, and persons with a history of arrest and incarceration; proficiency in computer skills with preferred experience in Microsoft Word, Outlook, and Excel; and preferred language capacity in Spanish, Portuguese and/or Haitian Creole. Administrative supervisors responsible for the day-to-day oversight of Peer Navigators' work will have, at minimum, a bachelor's degree (master's preferred) in either counseling, social work, or a similar concentration, and a minimum of two years experience supervising the activities of staff and/or volunteers in public health, community services, or medical settings. Experience supervising field staff and a personal understanding of issues related to living with HIV/AIDS would be preferred. The successful Respondent is responsible for ensuring that all employees and volunteers receive and successfully complete the DOH-approved information security training prior to having access to confidential client information. Project staff must successfully complete the HIV101 training and 500/501, if applicable, when next offered by the Department following the date Peer Navigators and Administrative Supervisors are hired.

4.8 Staffing Changes

The successful Respondent shall staff the project with personnel whose positions are identified in the Respondent's proposal and who are considered by the Department to be essential to this project. The successful Respondent shall notify the Department in writing of any vacancy in excess of fifteen (15) business days and of its plan to remedy the situation.

The successful Respondent shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the Department with an employee of equal or superior qualifications. The Department's Contract Manager will exercise exclusive judgment in this matter.

4.9 Service Delivery Location

The successful Respondent must provide services throughout Broward County. To ensure coverage, the successful Respondent should enter into MOAs with ASOs and other entities for the purpose of locating Peer Navigators in a broad range of settings, including non-traditional locations. The MOAs must describe how the agencies will collaborate in order for the successful Respondent to provide the required services. All MOAs must be approved by the Department's Contract Manager before placement of Peer Navigators in those settings.

4.10 Service Times

The successful Respondent's staff must be able to work during non-traditional hours (outside of the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday) to meet the needs of the clients.

4.11 Changes in Location

The successful Respondent shall notify the Department, in writing no less than seven (7) calendar days, prior to making changes in their administrative headquarters that will affect the Department's ability to contact the successful Respondent by mail, telephone, or facsimile.

4.12 Equipment

The successful Respondent shall be responsible for supplying, at its own expense, all equipment and electronics necessary to perform under the contract, including but not limited to: computers, telephones, copiers, fax machines, maintenance and office supplies.

4.13 Reports

- a. The successful Respondent shall report required information on a monthly basis in a format determined by the Department, due the fifteenth (15th) day of the month after the end of the reporting month. This shall include, but is not limited to: demographic information (such as race, ethnicity, age, and gender), HIV status of client, and number of units of service.
- b. Invoices for Cost Reimbursement submitted monthly shall reflect 100% of contract funds that were spent on allowable costs. Invoices are due on the fifteenth (15th) day of the month for the preceding month.
- c. The successful Respondent shall have its clients complete a Client Satisfaction Survey during the months of March and September of each contract period. The number of tabulated surveys shall include a minimum of 75% of the average number of clients assisted per month. A report of the survey findings and comments shall be due to the Department's Contract Manager by the fifteenth (15th) day of the month after the end of the reporting month.
- d. The successful Respondent shall submit monthly narrative reports by the fifteenth (15th) day of the month after the end of the reporting month reflecting the activities of the program that shall serve for ongoing evaluation. These reports will also document progress made during the first sixty (60) days of the contract period in implementing the Peer Navigator Program and thereafter, the progress made

throughout the contract period in preparing for and implementing organizational change in response to the ACA. The narrative reports will be reviewed for the achievement of program goals.

Mere receipt by the Department of required reports shall not be construed to mean or imply approval of those reports. It is specifically intended by the Department that approval 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 where the successful Respondent may remedy the objections noted by the Department. The Department may, after having given the successful Respondent a reasonable opportunity to remedy its response, declare this agreement to be in default if the objections are not remedied.

4.14 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(12), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constit. and Chapter 119, F.S. It is expressly understood that any state contractor's refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this RFP entitling the Department to unilaterally terminate the contract. The successful Respondent will be required to notify the Department of any requests made for public records.

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

The successful Respondent agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful Respondent further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

4.15 Outcomes and Outputs (Performance Measures)

- a. At the end of the first 60 days of the contract period, the successful Respondent will produce signed MOAs with ASOs and other entities for the purpose of locating Peer Navigators in a broad range of settings, including non-traditional locations.
- b. At the end of the first 60 days of the contract period, the successful Respondent will have recruited candidates; interviewed and hired Peer Navigators; and assumed responsibility for the day-to-day administrative supervision of all Peer Navigators in all service settings in which Peer Navigators are out posted in accordance with MOAs.
- c. After 90 days of employment (and in all 90-day periods of employment thereafter), fulltime Peer Navigators will have and maintain an active caseload of at least 20 clients. Active cases are those with which the Peer Navigator has at least weekly contact, face-to-face or by telephone with clients. Cases with which the Peer Navigator has less than weekly contact are considered to be in

“monitored” status and continue to be tracked by the Peer Navigator in addition to his/her active caseload. Inactive cases are those relegated to periodic review by DIS staff based in BCHD’s Epidemiology Department. These staff will follow the client in 90-day intervals using Provide Enterprise (PE), eHARs, and/or phoning a client’s HIV primary care provider for an update on client status. Clients who have fallen out of care or are demonstrating increases in viral load will be contacted by DIS staff, referred for reassessment by PROACT staff, and moved into active status. The caseloads of part-time Peer Navigators will be prorated on the basis of 20+ active clients per 1.0 FTE.

- d. At the end of the first contract period (and in all subsequent contract periods), Peer Navigators will have linked 85% or more of their active clients to HIV primary care within 90 days of assignment to the Peer Navigator’s caseload. Assigned cases that are already linked to care at the time of assignment may count toward this objective.
- e. At the end of the first contract period (and in all subsequent contract periods), Peer Navigators will ensure that at least 45% of their active caseload achieves an undetectable viral load. Assigned clients considered inactive who are found to have a detectable viral load (via PE) will be returned to active status and assessed for one or more adherence interventions.
- f. At the end of each renewal period, Peer Navigators will ensure that 80% or more of their clients in monitored or inactive status stay in HIV primary care (i.e. attend at least two visits for routine HIV medical care in 12 months at least three months apart). Assigned clients considered inactive who fall out of care will be returned to active status and assessed for barriers to care.
- g. By the end of the first contract period, the successful Respondent will have completed a review of the organizational mission and objectives by Respondent board members and administrative personnel; planned, implemented, and (if possible) completed any needed organizational change strategies; and created an HIV health home or homes.

4.16 Provider Unique Activities

The successful Respondent is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 4.4. By execution of the resulting contract, the successful Respondent recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

4.17 Department Obligations

The Department may provide technical support and assistance to the successful Respondent within the resources of the Department to assist the successful Respondent in meeting the required tasks in Section 4.4 Task List. The support and assistance, or lack thereof, shall not relieve the successful Respondent from full performance of contract requirements.

4.18 Department Determinations

The Department reserves the exclusive right to make certain determinations with regard to the specifications contained herein. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

4.19 Financial Specifications

a. Funding Source

This project is funded by State general revenue that is a match for the Department of Health and Human Services program titled HIV Care Formula Grants under the Catalogue of Federal Domestic Assistance (CFDA) #93.917.

b. Allowable Costs

Allowable costs must be both reasonable and necessary for the provision of these services.

List all titles, annual salary and percentage to be charged to this RFP.	Based on percentage/time spent working on the Category.
Fringe benefits – please list amounts by category of Fringe Benefit.	FICA/Social Security, health, life insurance, workman’s compensation, etc.
Local travel reimbursement	In accordance with Florida Statutes (Chapter 112, F.S.) at \$.445/mile.
Audit	If required by the Department and prorated based on Respondent cost.
Phone, fax and Internet service costs	Prorated based on total agency costs.
Postage and delivery	Prorated based on total Respondent costs.
Office supplies, please specify.	As related to the contract.
Printing, please specify.	As related to the contract.
Administrative Expenses must be itemized with a description of what is included with amounts (maximum 10% of total requested contract funding)	

At least one of the following defines allowable expenditures: Reference Guide for State Expenditures, Florida Statutes (F.S.), Florida Administrative Code F.A.C.), 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 (CFDA), and Code of Federal Regulations (CFR).

c. Unallowable Costs

Per Rule 69I-40.103, F.A.C., expenditures from State funds for items listed below are prohibited unless expressly provided by law and include, but are not limited to:

- Refreshments
- Flowers
- Presentment of plaques for outstanding service

- Decorative items (potted plants, framed artwork, sculpture, etc.)

Unless specifically authorized by law, the following items related to professional and occupational licenses are not allowed, including but 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 Department provides the above list solely as a helpful guide and it does not include all unallowable costs. This list does not supersede the state definition of allowable and unallowable costs. A final decision is based on applicable laws and guidelines.

d. Invoicing and Payment of Invoice

- (1) Up to the contractual total is available per contract term subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Unexpended funds from one year cannot be rolled over into the following year.
- (2) The Department shall pay monthly invoices for the successful Respondent through a Cost Reimbursement contract. All invoices are due the fifteenth (15th) day after the end of the month being invoiced. The Department does not incur the obligation to pay until any issues raised pertaining to the submitted invoice have been resolved to the Department's satisfaction.
- (3) The successful Respondent shall forfeit the funds requested in the final invoice if the invoice is submitted more than forty-five (45) days after the end of the contract period. 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 Respondent and necessary adjustments have been made and approved by the Department.

- (4) The successful Respondent agrees to refund to the Department any payments made by the Department for 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.
- (5) The contract resulting from this RFP shall contain financial remedies for nonperformance according to the terms and conditions of the contract.

4.20 Cost Proposal

a. The Respondent will provide a cost proposal for a maximum of \$337,500.00 which describes the estimated costs to be incurred by category in order to carry out and complete the proposed services for the initial contract period. Of this total in the first year, \$250,000.00 must be directed to the PROACT Peer Navigation Program activities. To ensure the successful implementation and continuation of the PROACT Peer Navigation Program, the remaining \$87,500.00 must be used specifically for capacity building/start-up as well as strategic planning and program development. This latter amount shall help to ensure that the Respondent (or system of care) will remain financially and programmatically sound through organizational transition to the funding parameters set forth in the ACA. The Respondent will provide cost proposals for the first possible renewal period in the maximum amount of \$262,500.00, for the second possible renewal period in the maximum amount of \$275,625.00, and for the third and last possible renewal period in the maximum amount of \$289,406.00 consistent with the conditions in section 6.4 of this RFP. The first, second and third renewal period funding will be directed to PROACT Peer Navigation Program activities only. The cost proposal must consist of:

- (1) Line item budget for the initial term and for each of the renewal terms.
- (2) Detailed budget narrative indicating annual proposed costs, including proposed staff names (if current Respondent employees), positions, salaries and benefits, other proposed items, and an itemized description of what comprises the administrative costs. The clearly stated, detailed line-item budgets 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 should be charged to the budgeted funding.

4.21 Responsive and Responsible

The Respondent shall complete and submit the following mandatory information or documentations as a part of the response. Any response which does not contain the information below shall be deemed non-responsive.

- Title Page
- Completed and Signed Title Page
- Attachment I– Required Certifications
- Proposal Contents - Section 4.24
- Proof of current liability and worker's compensation insurance

4.22 Evaluation of Proposal

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

The Respondent receiving the highest score will be selected for award.

4.23 Proposal Contents and Page Limitations

Proposal shall contain the following and be arranged as follows:

a. Program Summary Statement (Maximum One [1] Page)

The Program Summary Statement provides a brief description of the Respondent organization and its experience relevant to this proposal. It should include the following information:

- Name of organization;
- Description of the organization's history and experience, including experience with strategic planning, and how it is applicable to the proposed program;
- Description of the target population(s) and their related service needs; and
- Funds requested.

b. Respondent's Experience (Maximum of ten [10] Pages)

This section describes the Respondent's experience providing services and should include the following information:

- Respondent's history, mission, vision, experience with strategic planning, goals and how the mission relates to the proposed program;
- A description of the Respondent's experience providing services to PLWHA, and how this experience is applicable to the proposed program;
- A description of the coordination and collaborations the Respondent has established in order to ensure comprehensive services;
- A discussion of the demographic, social and behavioral characteristics of the special sub-populations of PLWHA the Respondent has previously served;
- A description of how the Respondent assures the confidentiality of all client information and records; and
- A description of how the Respondent assures the quality of its services.

c. Respondent's Capacity (Maximum of ten [10] Pages) (Resumes are not included in number of pages.)

This section describes the Respondent's capacity to carry out the proposed program activities and should include the following information:

- A description of the administrative structure of the Respondent's agency, including a table of organization showing current and proposed staff and their reporting structure. (Include resumes of current staff and position descriptions, including required qualifications for all proposed staff/consultants who will carry out the work in this proposal);
- A description of how many Peer Navigator positions (fulltime and/or part-time) will be created, and how the Respondent will recruit, retain and supervise Peer Navigators for the proposed program;
- A description of the Respondent's plan for orientation of new staff;
- A description of the geographic area(s) to be served by the proposed program;
- A description of the proposed physical location(s) of service provision and the locations' benefits of accessibility (e.g., accommodations for persons with disabilities, transportation, hours of operation, and co-location of other needed services);
- A description of how the proposed staff will meet the service objectives (i.e., linkage, retention, and adherence) for the greatest number of clients in Broward County;

- A description of how the proposed services will be incorporated into the Respondent's continuous quality improvement plan;
 - A description of the approach the Respondent will take for data collection, monitoring and reporting;
 - A description of the Respondent's information technology (IT) capabilities; and
 - A description of the Respondent's fiscal capacity and stability to manage the proposed program, as well as the Respondent's demonstrated capacity to operate on a reimbursement basis.
- d. Target Population(s) and Services (Maximum of twelve [12] Pages)
- This section describes the target population(s) the Respondent will be serving in this program and how the Respondent will provide the program services. It should include the following information:
- An identification and detailed description of the characteristics of the target population(s) this proposed program will serve (e.g., race and ethnicity, gender, sexual orientation, age, and persons with a history of homelessness, incarceration, chemical dependency, and/or major mental illness);
 - A description of the barriers to treatment adherence for PLWHA within these populations in Broward County;
 - A description of how unmet needs and barriers will be addressed by the proposed program (e.g., bilingual staff, extended and weekend hours of service, childcare, and transportation);
 - A description of the Respondent's proposed methods for recruiting clients who meet the criteria for the target population(s); and
 - The Respondent's draft work plan that includes, at a minimum, activities, assigned staff (current and proposed) and dates of implementation. Among these activities, the draft work plan **must** include the following:
 - Delineation of which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would submit and implement the final work plan for the first year of program operation that includes a calendar of events/ activities and assigned personnel and dates, by the end of the first thirty (30) days of the contract period.
 - Delineation of which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would conduct and conclude the negotiations necessary to produce signed MOAs with ASOs and other entities for the purpose of locating Peer Navigators in a broad range of settings, including non-traditional locations, during the first sixty (60) days of the contract period.
 - Delineation of which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would recruit, interview, conduct background checks, select, and hire a diverse group of Peer Navigators and, if necessary, additional administrative staffing to oversee the program, during the first sixty (60) days of the contract period.
 - Delineation of which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would train Peer Navigators in Respondent policies and procedures, as well as arrange other training activities common to Respondent personnel (e.g., HIV/AIDS 500 and 501), during the first sixty (60) days of the contract period.
- e. Cultural and Linguistic Capacity (Maximum of one [1] Page)
- This section describes the Respondent's current and proposed cultural and linguistic capacity. It should include the following information:
- A description of how the Respondent's proposed Peer Navigator staff and management will be reflective of and capable of interacting with the target population(s); and
 - A description of any innovative or successful activities the Respondent has undertaken in order to improve its cultural and linguistic capacity.
- f. Collaborations for the Peer Navigation Program (Maximum of three [3] Pages)

This section describes the Respondent's current and proposed collaborations. It should include the following information:

- A description of the existing and planned collaborative efforts with other local public and private agencies, including roles and responsibilities of each collaborative partner;
 - Letters of collaboration from agencies indicating their willingness to collaborate on behalf of the proposed program. Each letter should specify that the collaborating agency is willing to sign an MOA for the placement of Peer Navigators in the collaborating agency. Letters of collaboration must be submitted with proposal and included following the narrative in this section. (Letters do not count toward page limit);
 - A statement that acknowledges and agrees that Respondent's staff (Peer Navigators and supervisors) will attend weekly PROACT Team Meetings conducted by the Department's PROACT Program Director, Behavioral Health Professional, and Nurse at times and locations determined by the Department and complete all required PROACT documentation; and
 - A statement that acknowledges that Peer Navigators may also be involved in the implementation of discrete texting services to remind clients about medical appointments and the timing of medication dosages and that the agency will provide the means, if necessary, for Peer Navigators to text.
- g. Preparation for the Full Implementation of the ACA (Maximum of three [3] Pages)
This section describes planning and implementation of activities that will ensure organizational readiness for the full implementation of the ACA. It should include the following information:
- A plan for the review by the Respondent's board members and administrative personnel of organizational mission and objectives.
 - The approach that will be taken to plan, implement, and (if possible) complete any needed organizational change strategies.
 - The approach that will be taken to create an HIV health home or homes.
- h. Budget and Budget Narrative (Cost Proposal) (No page limit.)
This section shall include the following:
- A detailed line-item budget that represents allowable, reasonable and necessary costs. As there is a possibility of renewal pursuant to section 6.3 of this RFP, a separate budget should be included for the initial contract year, first renewal year, second renewal year and third renewal year. Costs for subsequent years must be allowable, reasonable, necessary and comply with section 6.4 of this RFP. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature;
 - A detailed budget narrative for all costs, including administrative costs, describing the purpose for the costs and how amounts were determined. Note: all costs must be necessary, reasonable, allowable and related to the tasks, services, and activities of the proposed program, as identified in this RFP;
 - The Respondent shall describe the administrative and fiscal infrastructure that will enable it to track and expend funds in accordance with generally accepted accounting practices. Administrative costs, including indirect costs, cannot exceed ten percent (10%) of the total direct costs; and
 - A copy of the Respondent's most recent audited Financial Statements, and its most recent completed and signed W-9 Form.

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR1001 supersedes.

5.1 Instructions For Submittal

- Proposals may be sent via U.S. Mail, Overnight, Courier, or Hand-Delivered to the location as identified in the Timeline. Electronic submission of proposals will not be accepted for this solicitation. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- Proposals must be submitted in a sealed envelope/package with the solicitation number and the date and time of the proposal opening clearly marked on the outside of the sealed envelope/package.
- The Department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the Respondent to assure their proposal is submitted at the proper place and time indicated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- **Late proposals/offers will not be accepted.**

5.2 Instructions For Formatting

- Respondents are required to complete, sign, and return the "Title Page" with their proposals.
- The proposal should be double-spaced on paper that is 8 ½ in. x 11 in. and shall include: 1) table of contents, 2) Completed and Signed Title Page, 3) Complete Proposal Per Section 4.24, 4) Required Supporting Documentation (Proposal and all required documentation must be presented in the same order as set forth in section 4.24 of this RFP), and 5) Signed Attachment I.
- The pages should be numbered bottom center and one-inch margins should be used.
- The font size and type is at the discretion of the Respondent but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original proposal, five (5) copies of the proposal, and one electronic copy of the proposal on either CD or flash drive. The electronic copy should contain the entire proposal/offer as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

5.3 Public Records and Trade Secrets

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

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

The Redacted Copy shall be provided to the Department at the same time the Respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade

secret or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy with its response, all records submitted are public records and the Department shall produce all documents, data or records submitted by the Respondent in answer to a public records request.

5.4 Inquiries

These instructions take precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries and/or written inquiries submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFP Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Broward County Health Department
Attention: Susan Wasserman
780 S.W. 24th Street
Ft. Lauderdale, FL 33315
Fax: (954)760-7798
Email: susan_wasserman@doh.state.fl.us

NOTE: FLORIDA LAW:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes.

5.5 Mandatory Notice of Intent

Respondents who are interested in responding to this RFP shall send a Notice of Intent to Submit a Proposal (**Attachment V**) to the Contract Administrator specified in the Timeline via email or fax, on or before the date and time specified in the Timeline. Submission of a Notice of Intent is a pre-requisite for acceptance of proposals from prospective vendors.

5.6 Special Accommodations

Any person who requires special accommodations at Florida Department of Health because of a disability should contact the Susan Wasserman at (954) 467-4700 x4101 at least five (5) work days prior to proposal opening. If you are hearing or speech impaired, please make contact through the Florida Relay Service, at 1-800-955-8771 (TDD).

5.7 Minority and Service-Disabled Veteran Business - Participation

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

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Cost of Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a Respondent in responding to this solicitation.

6.2 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

6.3 Identical Tie Proposals

When evaluating vendor responses to solicitations where there is identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.4 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The contract resulting from this solicitation may be renewed, in whole, on a yearly basis for no more than three years beyond the initial contract or for the term of the original contract, whichever is longer. The RFP response should include a budget for the initial year and for each of the three (3) possible one (1) year renewals. Respondents are advised that the maximum funding for each contract period is identified in section 4.20. Renewals may not include any compensation for costs associated with the renewals. Any renewal shall be in the sole discretion of the Department, contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, subject to the availability of funds, and contingent upon an annual appropriation by the Legislature. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract except for any approved budget amendments as identified above. Submission of a budget does not assure that a renewal will be awarded in the proposed amount.

6.5 Verbal Instructions Procedure

The Respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Health's

Purchasing Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from Respondents are recognized as duly authorized expressions on behalf of the Respondent.

6.6 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Respondent to be aware of any addenda that might affect the submitted proposal.

6.7 Unauthorized Aliens

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

6.8 Certificate of Authority

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

6.9 Standard Contract/Direct order

Each Respondent shall review and become familiar with the Department's Standard Contract and/or Direct order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/direct order terms and conditions are Attachments III and IV respectively. Each Respondent shall acknowledge acceptance on Required Certifications, Attachment I.

6.10 Licenses, Permits, and Taxes

Respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the Respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.11 Conflict of Interest

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

investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, Attachment I.

6.12 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Health Standard Contract, Attachment III, Section III B or Department of Health Direct order Terms and Conditions, Attachment IV.

6.13 Recycled Content

Vendors shall certify in their response, the percentage of recycled content of the material used for printing or certify the material contains no recycled content.

6.14 Conflict of Law and Controlling Provisions

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

6.15 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. 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."

6.16 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for good or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

6.17 Required Certifications

All vendors must sign and return with its response the Required Certifications form, Attachment I. **Any vendor failing to return the Required Certifications form, properly executed, will be considered nonresponsive.**

6.18 W9 Initiative

The State of Florida, Department of Financial Services requires vendors doing business with State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: <https://flvendor.myfloridacfo.com/>

6.19 Florida Preference

287.084 Preference to Florida businesses.—(1)(a)When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

6.20 Attachments

The following attachments are incorporated herein as if set forth in full:

Attachment I	Required Certifications
Attachment II	Evaluation Criteria
Attachment III	Standard Contract
Attachment IV	Direct Order Terms and Conditions
Attachment V	Notice of Intent to Submit a Proposal

ATTACHMENT I - REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE **RFP** TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process(if applicable) including those contained in the attached Standard Contract/Direct order (Attachment V & Attachment IV). **

Signature of Authorized Official

Date

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

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

Signature of Authorized Official

Date

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

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

ATTACHMENT II

EVALUATION CRITERIA

Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The total scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

Point Value: Unless otherwise indicated, zero is lowest possible and the number indicated in this column is the highest possible.

PROGRAM SUMMARY STATEMENT (MAXIMUM SCORE: 10 points) (Section 4.23 a.)	POINT VALUE	POINTS AWARDED
1. To what extent did the summary statement convey that the Respondent's history and experience are relevant to the award?	0-5	
2. To what extent did the choice of target population(s) for peer navigation convey an understanding of and connection to Broward County's diversity of persons likely to require these services?	0-5	
	Total Score for Section	

RESPONDENT'S EXPERIENCE (MAXIMUM SCORE: 50 points) (Section 4.23 b.)	POINT VALUE	POINTS AWARDED
1. To what extent do the Respondent's history, mission, vision, experience with strategic planning, and goals relate to the proposed program?	0-10	
2. How comprehensive has the Respondent's experience been in providing services to PLWHA? To what extent did this include ensuring that persons living with HIV in Broward County are linked to care, ensuring that persons linked to care are retained in care and individuals who fall out of care are re-engaged in care, ensuring that persons in care adhere to their medication regimens, and recruiting and supervising peers or volunteers? What is the extent (if any) of the Respondent's prior experience with implementing peer navigation services?	0-15	
3. To what extent do the Respondent's established coordination and collaborations ensure comprehensive services?	0-5	
4. To what extent do the demographic, social and behavioral characteristics of the special sub-populations of PLWHA the Respondent has previously served match the sub-populations in need of linkage, retention, and adherence services?	0-10	
5. How comprehensive is the Respondent's approach to assuring the confidentiality of all client information and records?	0-5	
6. How comprehensive is the Respondent's approach to assuring the quality of its services?	0-5	
	Total Score for Section	

DOH12-043
 Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
 Request for Proposal

RESPONDENT'S CAPACITY (MAXIMUM SCORE: 95 points) (Section 4.23 c.)	POINT VALUE	POINTS AWARDED
1. To what extent does the Respondent's administrative structure suggest sufficient capacity to take on the proposed program? Was a table of organization provided, showing current and proposed staff and a logical reporting structure? How quickly can Respondent begin providing services? Were resumes of current and proposed staff/consultants who are anticipated to carry out the work in this proposal provided, and do the resumes reflect education, experience, skills and abilities suitable for the proposed program?	0-15	
2. How comprehensive and realistic is the Respondent's proposed approach to recruiting, retaining and supervising Peer Navigators for the proposed program?	0-10	
3. How comprehensive is the Respondent's plan for the orientation of new staff (aside from that which will be provided by the Department's PROACT Program)?	0-5	
4. How comprehensive and wide-ranging is the Respondent's description of the geographic area(s) to be served by the proposed program? To what extent do the areas represent adequate geographic dispersion of staff across Broward County?	0-10	
5. To what extent do the Respondent's proposed physical location(s) of service provision and the location's benefits of accessibility (e.g., accommodations for persons with disabilities, transportation, hours of operation, and co-location of other needed services) suit the needs of PLWHA in Broward County needing linkage, retention, and adherence services?	0-10	
6. How wide-ranging and realistic is the Respondent's description of how the proposed staff will meet service objectives (i.e., linkage, retention, and adherence) for the greatest number of clients in Broward County?	0-10	
7. To what extent will the Respondent's proposed services be incorporated into the Respondent's continuous quality improvement plan?	0-10	
8. How comprehensive is the Respondent's proposed approach to data collection, monitoring and reporting?	0-10	
9. Do the Respondent's information technology (IT) capabilities appear adequate for documenting activities within the proposed program?	Yes=5 No=0	
10. To what extent has the Respondent demonstrated sufficient fiscal capacity and stability to manage the proposed program? To what extent has the Respondent demonstrated its capacity to operate on a reimbursement basis?	0-10	
	Total Score for Section	

DOH12-043
 Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
 Request for Proposal

TARGET POPULATION(S) AND SERVICES (MAXIMUM SCORE: 70 points) (Section 4.23 d.)	POINT VALUE	POINTS AWARDED
1. To what extent do the characteristics of the target population(s) this proposed program will serve (e.g., race and ethnicity, gender, sexual orientation, age, and persons with a history of homelessness, incarceration, chemical dependency, and/or major mental illness) match those in need of linkage, retention, and adherence services? How diverse are these target population(s)?	0-10	
2. How comprehensive is the Respondent's description of the barriers to treatment adherence for PLWHA within these populations in Broward County? To what extent did the Respondent cite documented sources of information in the description?	0-10	
3. How comprehensive and realistic is the Respondent's plan for the proposed program to address unmet needs and barriers (e.g., bilingual staff, extended and weekend hours of service, childcare, and transportation)?	0-10	
4. How wide-ranging and realistic are the Respondent's proposed methods for recruiting clients who meet the criteria for the target population(s)?	0-10	
5. How comprehensive and realistic is the Respondent's draft work plan that includes, at a minimum, activities, assigned staff (current and proposed) and dates of implementation?	0-10	
6. Did the Respondent delineate which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would submit and implement the final work plan for the first year of program operation that includes a calendar of events/ activities and assigned personnel and dates, by the end of the first thirty (30) days of the contract period?	Yes=5 No=0	
7. Did the Respondent delineate which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would conduct and conclude the negotiations necessary to produce signed MOAs with ASOs and other entities for the purpose of locating Peer Navigators in a broad range of settings, including non-traditional locations, during the first sixty (60) days of the contract period?	Yes=5 No=0	
8. Did the Respondent delineate which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would recruit, interview, conduct background checks, select, and hire a diverse group of Peer Navigators and, if necessary, additional administrative staffing to oversee the program, during the first sixty (60) days of the contract period?	Yes=5 No=0	
9. Did the Respondent delineate which staff position(s)/staff member(s) with appropriate education, experience, skills and abilities would train Peer Navigators in Respondent policies and procedures, as well as arrange other training activities common to Respondent personnel (e.g., HIV/AIDS 500 and 501), during the first sixty (60) days of the contract period?	Yes=5 No=0	
	Total Score for Section	

DOH12-043
 Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
 Request for Proposal

CULTURAL AND LINGUISTIC CAPACITY (MAXIMUM SCORE: 20 points) (Section 4.23 e.)	POINT VALUE	POINTS AWARDED
1. To what extent are the Respondent's proposed Peer Navigator staff and management reflective of and capable of interacting with the target population(s)?	0-10	
2. To what extent has the Respondent undertaken innovative or successful activities to improve its cultural and linguistic capacity?	0-10	
	Total Score for Section	
COLLABORATIONS FOR THE PEER NAVIGATION PROGRAM (MAXIMUM SCORE: 35 points) (Section 4.23 f.)	POINT VALUE	POINTS AWARDED
1. How comprehensive are the Respondent's existing and planned collaborative efforts with other local public and private agencies? To what extent are the roles and responsibilities of each collaborative partner specified and in accord with the proposed program?	0-15	
2. Are all letters of collaboration from agencies indicating their willingness to collaborate on behalf of the proposed program included in the proposal?	Yes=10 No=0	
3. Did the Respondent provide a statement that acknowledges and agrees that Respondent staff (Peer Navigators and supervisors) will attend weekly PROACT Team Meetings conducted by the Department's PROACT Program Director, Behavioral Health Professional, and Nurse at times determined by the Department and complete all required PROACT documentation?	Yes=5 No=0	
4. Did the Respondent provide a statement that acknowledges that Peer Navigators may be involved in the implementation of discrete texting services to remind clients about medical appointments and the timing of medication dosages and that the Respondent will provide the means, if necessary, for Peer Navigators to text?	Yes=5 No=0	
	Total Score for Section	
PREPARATION FOR THE FULL IMPLEMENTATION OF THE ACA (MAXIMUM SCORE: 30 points) (Section 4.23 g.)	POINT VALUE	POINTS AWARDED
1. How comprehensive is the Respondent's plan for the review of its organizational mission and objectives?	0-5	
2. How comprehensive and realistic is the Respondent's approach to the planning and implementation of organizational change strategies? If the Respondent is planning to complete needed organizational change strategies during Year 1 of the program, how realistic is that plan?	0-10	
3. How logical, comprehensive, and realistic is the Respondent's approach to the creation of an HIV health home or homes?	0-15	
	Total Score for Section	

DOH12-043
 Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
 Request for Proposal

BUDGET AND BUDGET NARRATIVE (COST PROPOSAL) (MAXIMUM SCORE: 50 points) (Section 4.23 h.)	POINT VALUE	POINTS AWARDED
1. How detailed is the line-item budget? To what extent are the costs reasonable and necessary? How much of the \$250,000.00 portion of the budget is dedicated to administrative supervisor(s) and Peer Navigators? Did the Respondent budget more than \$87,500 for capacity building and strategic planning?	0-25	
2. How detailed is the budget narrative for all costs, including administrative cost? How comprehensive is the Respondent's description of the purpose for the costs and how amounts were determined?	0-10	
3. To what extent does the Respondent demonstrate the administrative and fiscal infrastructure that will enable them to track and expend funds in accordance with general acceptable accounting practice?	0-10	
4. Did the Respondent include a copy of the Respondent's most recent audited Financial Statements, and its most recent completed and signed W-9 Form?	Yes=5 No=0	
	Total Score for Section	

MAXIMUM SCORE FOR PROPOSAL: 360

FINAL SCORE FOR PROPOSAL: _____

PROPOSER NAME: _____

EVALUATOR NAME: _____ DATE: _____

Attachment III

CFDA No.
CSFA No.

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and _____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

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

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

C. To the Following Governing Law

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.

c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."

d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.

e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health,

Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
Request for Proposal

day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

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

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

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
Request for Proposal

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

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

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
Request for Proposal

L. Transportation Disadvantaged

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

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

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

Q. Final Invoice

To submit the final invoice for payment to the department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

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

Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
Request for Proposal

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

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

II. THE DEPARTMENT AGREES:**A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

Broward County PROACT Peer Navigation and Affordable Care Act Preparation Program
Request for Proposal

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

STATE OF FLORIDA, DEPARTMENT OF HEALTH

PROVIDER: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

**ATTACHMENT IV
DIRECT ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)**

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) direct order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof..
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, 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 Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department , solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the department's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(17)(c), Florida Statutes, provides, “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. TERMINATION:

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

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

Termination for Breach: This direct order agreement may be terminated for the provider’s non-performance upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3) FAC. Waiver of breach of any provisions of this direct order shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this direct order. The provisions herein do not limit the department’s right to remedies at law or in equity.

Notice as referenced in this section should be directed to the names and addresses of affected parties as indicated in the direct order.

12. The terms of this direct order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this direct order shall govern.

13. In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. 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.”

ATTACHMENT V - NOTICE OF INTENT TO SUBMIT A PROPOSAL

(vendor name) wishes to inform the Florida Department of Health, Broward County Health Department of its intent to respond to the solicitation entitled " _____",
RFP No. _____.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

Address: _____

Telephone No: _____

FAX No: _____

E-mail Address: _____