

**2013 Request for Proposals**  
**RFP# 01-1314**

**Ryan White Part B**

**HIV Medical Case Management Services**  
**and**  
**HIV Program Eligibility Determination Services**

for

Area 3/13

Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Lafayette,  
Lake, Levy, Marion, Putnam, Sumter, Suwannee, Union Counties



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[www.wellflorida.org](http://www.wellflorida.org)

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**2013 Request for Proposals (RFP)**

**Ryan White (RW) Medical Case Management Services and HIV Program Eligibility Determination (non-medical case management) services in Area 3/13**

**SECTION 1: TIMELINE**

<b>SCHEDULE</b>	<b>DUE DATE</b>	<b>LOCATION</b>
<b>RFP Advertised</b>	1/15/2013	<a href="http://www.wellflorida.org">www.wellflorida.org</a>
<b>Questions Submitted in Writing</b>	Must be received prior to 5:00 PM ET 1/22/2013	Karen Klubertanz RN WellFlorida Council, Inc. 1785 NW 80 Boulevard Gainesville FL 32606 <a href="mailto:kklubertanz@wellflorida.org">kklubertanz@wellflorida.org</a>
<b>Answers to Questions</b>	1/28/2013	Answers to Questions will be distributed on 1/28/2013 by 5:00 PM. In order to receive the answers to the questions via e-mail, please submit a request to <a href="mailto:kklubertanz@wellflorida.org">kklubertanz@wellflorida.org</a> . Answers will also be posted on <a href="http://www.wellflorida.org">www.wellflorida.org</a> .
<b><u>Mandatory</u> Letter of Intent</b>	Must be received prior to 5:00 PM ET 2/1/2013	Karen Klubertanz RN WellFlorida Council, Inc. 1785 NW 80 Boulevard Gainesville FL 32606 <a href="mailto:kklubertanz@wellflorida.org">kklubertanz@wellflorida.org</a>
<b>Notification of Letter of Intent</b>	2/6/2013	Karen Klubertanz RN WellFlorida Council, Inc. 1785 NW 80 Boulevard Gainesville FL 32606 <a href="mailto:kklubertanz@wellflorida.org">kklubertanz@wellflorida.org</a>
<b>Sealed Proposals Due and Opened</b>	Must be received prior to 2:30 PM ET 2/22/2013	Karen Klubertanz RN WellFlorida Council, Inc. 1785 NW 80 Boulevard Gainesville FL 32606 <a href="mailto:kklubertanz@wellflorida.org">kklubertanz@wellflorida.org</a>
<b>Anticipated Posting of Intent to Award</b>	March 6, 2013	Posted at <a href="http://www.wellflorida.org">www.wellflorida.org</a>

### **Letter of Intent - Mandatory**

The Letter of Intent must include the following:

1. A letter on respondent's letterhead, signifying the intent to be considered for this solicitation.
2. The letter must include all of the information required on the Cover Page for this solicitation. See Cover Page, Section 4, page 15 for instructions.

**All respondents MUST submit a Letter of Intent prior to 5:00pm ET, February 1, 2013 to be eligible for consideration. Letters of Intent may be submitted via US Postal Service, courier, hand delivery, email or FAX.**

**If a Letter of Intent is not submitted in accordance with this timeline, the respondent is ineligible to apply for and be considered for this solicitation.**

If the current provider is the only agency in an area to submit a Letter of Intent, that agency may not be required to submit a full proposal. Any agencies not required to submit a full proposal will be notified in writing by February 11, 2013.

Contracts begin April 1, 2013.

## **SECTION 2: INTRODUCTORY MATERIALS**

### **Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to competitively procure Ryan White **Medical Case Management services** and **HIV Program Eligibility Determination services** throughout north central Florida (Area 3/13: Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Lake, Levy, Marion, Putnam, Sumter, Suwannee, Union Counties). This RFP meets the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Part B) and the State of Florida Chapter 64D-4 Florida Administrative Code (F.A.C.) eligibility requirements for all of Florida's HIV/AIDS Patient Care Programs.

### **Term**

The contracts resulting from this RFP shall be for a period of one (1) year with up to two (2) one (1) year successive contracts. The initial contract shall commence April 1, 2013, and shall be in effect through March 31, 2014. Each successive contract period shall begin on April 1 of the new year and continue for a full 12 months, ending on March 31 of the following year.

### **Funding**

Estimated funding has been identified as being available for the following services through March 31, 2014:

- Ryan White Medical Case Management: up to \$582,300.00.
- HIV Program Eligibility Determination: up to \$281,000.00.

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

Before grant awards are made, WellFlorida may conduct pre-decisional site visits to further assess the applicant's infrastructure and organizational capacity.

Additionally, WellFlorida reserves the right to negotiate budgetary changes with applicants prior to the offer of a grant award or execution of the contract. Respondents may decline the modified grant award or may request a commensurate modification in the scope of the contract.

If, during the grant funding period, the authorized funds are reduced or eliminated by the federal grantor agency or the Department, WellFlorida may immediately reduce or terminate the grant award by written notice to the grantees. No such termination or reduction, however, shall apply to allowable costs already incurred by the grantees to the extent that funds are available for payment of such costs.

### Definitions

- **“Administrative costs”** mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities. Administrative costs are limited to no more than 10% of the portion of the grant amount they receive.
- **“Allowable Services”** mean the HIV/AIDS patient care services listed in the current federal Glossary of Services as referenced by the Health Resources and Services Administration in the Ryan White CARE Act Title II Manual (2002); and, the list of HIV/AIDS patient care services administered by the Department of Health, HIV/AIDS and Hepatitis Program, all of which are incorporated by reference and available upon request from the Department of Health, HIV/AIDS and Hepatitis Program at 4052 Bald Cypress Way, Bin A09, Tallahassee, FL 32399-1715. The allowable services actually delivered are based on availability, accessibility and funding of the service.
- **“Area 3/13”** means the fifteen (15) county region served by WellFlorida Council, Inc.'s Ryan White Part B program.
- **"Business hours"** means 8 A.M. to 5 P.M. Eastern Time Monday through Friday.
- **"Calendar days"** counts all days, including weekends and holidays.
- **“CAREWare”** means free software provided by the DOH for managing and monitoring HIV/AIDS patient care services.
- **“Consortium”** means an association of one or more public, and one or more nonprofit private, (or private for-profit providers or organizations if such entities are the only available providers of quality HIV care in the area) health care and support service providers and community-based organizations. Consortia act in an advisory capacity to the lead agency for the purpose of planning and prioritizing the use of Part B (and other patient care) funds; provide a forum for the infected and affected communities, providers and others; and facilitate the provision of coordinated, comprehensive health and support services to people

infected and affected by HIV/AIDS. The North Central Florida CARE Consortium serves Area 3/13.

- **"Contract"** means the contract that will be awarded to the successful Respondent(s) under this RFP unless indicated otherwise.
- **"Contractor"** or **"Provider"** means the business entity to which a contract has been awarded by the lead agency in accordance with a proposal submitted by that entity in response to this RFP.
- **"DOH"** means Florida's Department of Health, HIV/AIDS and Hepatitis Program, Bureau of Communicable Diseases under the Division of Disease Control and Health Protection.
- **"Desirable Conditions"** means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
- **"Direct Care Services"** mean the Direct Care Services as stated in Section 3, page 7, Scope of Service as defined by the Service Category Definitions as referenced by the Health Resources and Services Administration in the Ryan White CARE Act Title II Manual (2002).
- **"Eligible Person"** means an applicant who meets all of the criteria under Rule 64D-4, F.A.C.
- **"Grantee"** means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- **"HRSA"** means Health Resources and Services Administration which is the federal grantor for Ryan White funding.
- **"Lead Agency"** means WellFlorida Council, Inc. (WellFlorida)
- **"Mandatory Requirements"** or **"Minimum Requirements,"** means that WellFlorida has established certain requirements with respect to proposals to be submitted by Respondent(s).
- The use of "shall," "must," or "will" (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.
- **"Medicaid"** means a joint Federal and state program that helps with medical costs for some people with low incomes and limited resources.
- **"Minor Irregularity,"** used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the proposal terms and conditions which does not affect the price of the response, or give the respondent(s) an advantage or benefit not enjoyed by other Respondent(s), or does not adversely impact the interests of the Department.
- **"Part B Grantee"** means the Florida Department of Health.
- **"Proposal"** and **"Response"** mean the complete written response of the Respondent to the RFP, including properly completed forms, supporting documents, and attachments.
- **"Proposer"** and **"Respondent(s)"** mean the entity that submits materials to WellFlorida in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.

- **“RSR”** means Ryan White Service Report which collects information on programs and clients served during the program year.
- **“Ryan White Client”** is defined as any individual who identifies as positive with HIV/AIDS and meets the criteria in Florida’s Rule 64D-4, and who is seeking patient care services.
- **“Ryan White HIV/AIDS Treatment Extension Act of 2009”** also known as “Ryan White”, means a federal program to provide HIV/AIDS care to people with HIV/AIDS who have no health insurance or who have insufficient health care coverage. Ryan White Part B funds will be the sole funding source for the services covered by this RFP.

### **SECTION 3: TECHNICAL SPECIFICATIONS**

#### **Programmatic Authority**

The successful respondent(s) must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following: The Florida Department of Health, HIV/AIDS and Hepatitis Program is governed by Chapter 381, Florida Statutes, entitled Public Health and more specifically Section 381.003, Florida Statutes, entitled Communicable Disease and AIDS Prevention and Control. Additionally, portions of this program are also governed by Florida Administrative Code 64D-4, entitled “Eligibility Requirements for HIV/AIDS Programs.”

#### **Major Program Goals**

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

- Proper fiscal management
  - Proper eligibility determination
  - Proper service access
  - Proper documentation
  - Utilization of the State CAREWare database
- **Medical Case Management Goals**
- Prompt linkage to care post diagnosis or referral
  - Proper medical treatment
  - Proper laboratory monitoring
  - Proper medication adherence
- **Eligibility Determination Services (non-medical case management) Goals**
- Prompt and accurate determination and re-determination of client eligibility status
  - Accurate screening for all other payor sources
  - Prompt issuance of Notices of Eligibility and Ineligibility
  - Prompt data entry in WellFlorida’s CAREWare domain of all pertinent data elements and scanned documents
  - Prompt referral to resources identified during the eligibility determination process



### Scope of Service

The Ryan White (federal) program provides patient care services to individuals with HIV/AIDS who have no or insufficient health insurance. Successful respondent(s) are tasked with working with WellFlorida and the Consortium to help improve quality, availability, and facilitate collaboration of HIV/AIDS services within Area 3/13 to improve the overall health of individuals living with HIV/AIDS.

Successful respondents will provide medical case management services and/or HIV/AIDS program eligibility determination services.

**WellFlorida and the North Central Florida CARE Consortium require each of these service delivery systems to be CENTRALIZED, meaning:**

- Medical case management will be provided by **ONE** agency to all 15 counties;
- HIV/AIDS program eligibility determination will be provided by **ONE** agency to all 15 counties;
- Successful respondents must be capable of providing services in **ALL** 15 counties of Area 3/13;
- **No proposal will be considered if the respondent cannot provide services to ALL 15 counties of Area 3/13.**

**NOTE: Respondent(s) may provide a proposal for one or both programs, but must submit one proposal per service. If an agency is interested in providing both types of services, it will need to submit two (2) separate letters of intent, and if necessary, two (2) separate proposals.**

<b>Ryan White Direct Care Service</b>	<b>Approximate number of clients served in 2012</b>
<b>Non-Medical Case Management / Eligibility Determination</b>	<b>1,425</b>
<b>Medical Case Management</b>	<b>796</b>

The numbers of clients to be served are planning estimates only and WellFlorida reserves the right to modify and/or adjust the numbers of clients and associated award amount by any amount.

**Task List** (The web addresses are attached for notice purposes only):

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

1. Adhere to the most current Florida Ryan White Part B/General Revenue Patient Care Network Administrative Guidelines. [http://www.doh.state.fl.us/disease\\_ctrl/aids/care/care.html](http://www.doh.state.fl.us/disease_ctrl/aids/care/care.html)
2. Adhere to the Florida HIV/AIDS Patient Care Eligibility Procedures Manual (Rule 64D-4 FAC) [http://www.doh.state.fl.us/Disease\\_ctrl/aids/care/Eligibility\\_Manual\\_B.pdf](http://www.doh.state.fl.us/Disease_ctrl/aids/care/Eligibility_Manual_B.pdf)
3. Adhere to Florida HIV/AIDS Case Management Operating Guidelines

[http://www.doh.state.fl.us/disease\\_ctrl/aids/care/Manual.pdf](http://www.doh.state.fl.us/disease_ctrl/aids/care/Manual.pdf)

4. Use CAREWare to verify client eligibility prior to service provision.
5. Entry of defined data variables in state CAREWare for each client as described in the Ryan White HIV/AIDS Program Services Report Instruction Manual (<http://hab.hrsa.gov/manageyourgrant/clientleveldata.html>), the Florida HIV/AIDS and Hepatitis Program Eligibility Procedures Manual; the HRSA monograph, using data to measure public health performance (<http://hab.hrsa.gov/manageyourgrant/files/datatomeasure2010.pdf>); and the most current Reporting Requirements for Programs Funded by the Ryan White HIV/AIDS Treatment Extension Act, Part B, [http://www.doh.state.fl.us/disease\\_ctrl/aids/care/Contract\\_info/Reporting\\_11\\_12.pdf](http://www.doh.state.fl.us/disease_ctrl/aids/care/Contract_info/Reporting_11_12.pdf).
6. Adhere to the Ryan White HIV/AIDS Treatment Extension Act of 2009, hereinafter known as the "Ryan White Program" <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/pdf/PLAW-111publ87.pdf>
7. Adhere to HRSA Program Policy Notices. <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>
8. Adhere to HIV/AIDS and Hepatitis Program, Program Policy Notices. [http://www.doh.state.fl.us/Disease\\_ctrl/aids/care/Program\\_notices.html](http://www.doh.state.fl.us/Disease_ctrl/aids/care/Program_notices.html)
9. For terms not otherwise defined herein or in other documents, as context permits, the HRSA Care Act Title II Manual - 2003. <http://hab.hrsa.gov/Resources/partbmanual/>
10. If requested by WellFlorida, ensure client satisfaction surveys and needs assessments are conducted and reviewed.
11. Cooperate with the Consortium to increase public awareness about the Ryan White program and the services available under this contract. Activities to increase awareness shall include but are not limited to distribution of informational materials, public speaking, and participation in public events related to the Ryan White program.
12. Maximize third party payments by assisting clients with screening and eligibility procedures for such programs as Medicaid, Project AIDS Care or other public or private payors.

#### **Service Specific Standards:**

The successful respondent(s) shall also provide direct care services for Ryan White in accordance with the Service Specific Standards listed in Attachment 6, page 37, which are applicable to the services designated in their proposal(s).

#### **Task Limits**

The successful respondent(s) shall not perform any tasks related to these services outlined in the RFP other than those described in Section 3 Task List without the express written consent of WellFlorida.

#### **Staffing**

Each respondent(s) shall include its proposed staffing for case management and supervision as well as the organization's leadership and financial staff.

## **Staffing Requirements**

1. The successful respondent shall maintain an adequate staffing structure sufficient to discharge its contractual responsibilities. Staff serving clients of the Ryan White program shall meet the requirements of the Florida HIV/AIDS Case Management Guidelines as necessary to implement the services provided for in this contract. In the event WellFlorida determines that the successful respondent's staffing levels are not adequate to meet its contractual obligations, it shall advise the successful respondent in writing. The successful respondent shall have thirty (30) days to remedy the identified staffing deficiencies.
2. The successful respondent shall replace any employee whose continued presence would be detrimental to the success of the contract as determined jointly by WellFlorida and the successful respondent with an employee of equal or superior qualifications.
3. A toll-free telephone number, staffed 24 hours per day, shall provide access for emergency requests. On-call personnel shall respond to each after-hours request and refer Ryan White clients to the case manager, as appropriate. The case manager receiving an after-hours referral shall contact the client within one hour. Detailed policies and procedures for the management of emergency calls shall be developed by the successful respondent, subject to approval of WellFlorida.
4. In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's **E-Verify** system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

## **Professional Qualifications**

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

For expanded qualification requirements, see Florida HIV/AIDS Case Management Operating Guidelines [http://www.doh.state.fl.us/disease\\_ctrl/aids/care/Manual.pdf](http://www.doh.state.fl.us/disease_ctrl/aids/care/Manual.pdf) .

## **Staffing Changes**

The successful respondent shall staff the project with key personnel, each of which is considered by WellFlorida to be essential to this contract. Prior to substituting any of these key personnel, the successful respondent shall notify WellFlorida. This written notification should include a description of the circumstances requiring the changes and a list of the proposed substitutions. The description must be detailed enough to permit WellFlorida to evaluate how substituting the successful respondent's personnel will impact the contract. WellFlorida, at its

option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with WellFlorida staff.

### **Service Location**

- Service Delivery Location

The Provider must offer services to clients at a minimum of Monday through Friday, excluding state holidays, from one or more service delivery locations. All service delivery locations shall be accessible through public transportation or supplied transportation.

- Service Times

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

- Changes in Location

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

### **Equipment**

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

### **Reports**

The successful respondent will be responsible for the collection and maintenance of records and information necessary to identify the number of unduplicated recipients, the types of services provided, the dates of service delivery, and other data elements as specified by WellFlorida. Pertinent medical case management client level data will be entered in CAREWare (services, labs, encounter dates, etc.) no later than the 17<sup>th</sup> of each month, for the preceding month. Eligibility services shall be entered in real time in CAREWare. Mere receipt by WellFlorida of any required reports shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. WellFlorida reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. WellFlorida, at its option, may allow additional time where the Provider may remedy the objections noted by WellFlorida. WellFlorida may, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable its response, declare this agreement to be in default if inadequacies are not remedied.

### **Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in Subsection 119.011(1) FS, 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, Florida Constitution and Chapter 119 FS. It is expressly understood that any WellFlorida contractor's refusal to comply with these provisions of law shall constitute an immediate breach of the contract entitling WellFlorida to unilaterally terminate the contract.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program shall be retained by the provider for a period of six (6) 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 WellFlorida. Data files will be provided in a format directed by WellFlorida.

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 be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, F.S., in any action where it is alleged that the successful respondent has failed to comply with the public records law or that the successful respondent has committed an improper disclosure of confidential information. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable.

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

Consistent assessment of HIV/AIDS patient care services and measuring desired outcomes are essential to the Florida Department of Health (DOH) and WellFlorida for quality measurement and improvement. DOH and WellFlorida will use data generated by the successful respondent(s) to measure public health performance.

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

All successful respondent(s) will be required to use state CAREWare to capture pertinent clinical, eligibility, demographic and case management information. The HIV/AIDS and Hepatitis Program and WellFlorida will develop and make available reports from the CAREWare database that will assist respondent(s) to remain in compliance with federal and state requirements.

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

- Performance Measure: The successful respondent providing Medical Case Management must capture the clinical information necessary to monitor HRSA's Group One Clinical measures, either through CAREWare or manually.
- Performance Measure: The successful respondent providing eligibility determination services must maintain documentation that clients are eligible or ineligible, as defined by the State, in CAREWare
- Performance Measure: The successful respondent providing Medical Case Management must maintain documentation that clients are eligible, as defined by Eligibility Rule 64D-4 FAC, at the time services are rendered.
- Performance Measure: The successful respondent(s) must maintain a quality management plan and procedure. The successful respondent shall have established a quality assurance (QA) program for services provided to Ryan White clients. Written program protocols shall be in place at the time of contract execution. A written report on QA program findings shall be provided at the time of annual site visits. The successful respondent will address all identified problems in a timely manner and, upon request, shall address specific issues raised by WellFlorida.
- Performance Measure: The successful respondent must notify WellFlorida when a written complaint is filed related to any services Performance Measure: Submit the most current Agency disaster response plan to the WellFlorida within the first 60 days of the contract.

Acceptable performance and completion of additional performance measures may be required by DOH and WellFlorida.

### **Provider Responsibilities**

The successful respondent(s) are solely and uniquely responsible for the satisfactory performance of the tasks described in Section 3, Task List. By execution of the resulting contract the successful respondent(s) recognizes its (their) singular responsibility for the tasks, activities, and deliverables described therein and warrant(s) 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.

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

### **WellFlorida Responsibilities**

WellFlorida may provide technical support and assistance to the Provider within the resources of WellFlorida to assist the successful respondent in meeting the required tasks in Section 3

Task List. The support and assistance, or lack thereof, shall not relieve the successful respondent from full performance of contract requirements.

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

### **Financial Specifications**

This contract is funded through the U.S. Health Resources and Services Administration (HRSA), by way of the Florida Department of Health.

### **Allowable Costs**

1. The federal Office of Management and Budget Circular No. A87, Cost Principles for State, Local, and Indian Tribal Governments, is used as a guideline to determine allowable costs.
2. The Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, is used as a guideline to determine allowable costs.
3. HRSA's HIV-Related Service Categories. The Ryan White HIV/AIDS Treatment Extension Act of 2009 Definitions for Eligible Services prepared by HRSA describes allowable Part B services.
4. Every funded full-time equivalent medical or non-medical (eligibility) case manager must maintain a continuous minimum caseload throughout the contracted year of:
  - Medical case manager - 60 clients
  - Eligibility specialist - 300 clients
5. For a supervisor to be funded, s/he must also have a case load proportionate to the percentage of funding for the position and/or perform all of the following tasks:
  - Hire and fire staff
  - Train new staff
  - Conduct monthly chart reviews for quality management
  - Conduct interdisciplinary team meetings and/or facilitate meetings with partnered providers regarding client-specific issues
  - Attend consortium meetings
  - Fill in for staff on leave or vacation

### **Unallowable Costs under the terms of this contract:**

1. Funds cannot be used to purchase equipment including computers, telephones, copiers, fax machines, equipment rentals, equipment maintenance, and office supplies.
2. Funds cannot be used to purchase or improve land, or to purchase, construct or permanently improve any building or other facility (other than minor remodeling). An agency cannot pay a mortgage or pay itself rent for the use of a building that it owns.



3. No cash payments to service recipients.
4. Funds cannot be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
5. Funds cannot be used for the purchase of vehicles without written Grants Management Officer approval.
6. Funds cannot be used for:
  - Non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
  - Broad-scope awareness activities about HIV services that target the general public.
7. Funds cannot be used for outreach activities that have HIV prevention education as their exclusive purpose.
8. Funds cannot be used for influencing or attempting to influence members of Congress and other federal personnel.
9. Funds cannot be used for foreign travel.
10. Funds cannot be used to pay any costs associated with the creation, capitalization or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.
11. Funds cannot be used to support employment, vocational or employment-readiness services.
12. Funds cannot be used for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance or license and registration fees.
13. Funds cannot be used for the following activities or to purchase these items:
  - Clothing
  - Funeral, burial, cremation or related expenses
  - Household appliances
  - Pet foods or other non-essential products
  - Off-premise social/recreational activities or payments for a client's gym membership
  - Pre-exposure prophylaxis
14. Funds cannot be used for no-show fees (fees charged by a provider for any service when a Ryan White client did not give prior notice for appointment cancellation). RW funds are for payment for services rendered only.

### **Invoicing and Payment of Invoices**

1. Pursuant to Section 287.058 FS, all invoices must be submitted in detail sufficient for a proper pre-audit thereof.
2. This contract will be cost reimbursement.
3. One (1) original invoice should be submitted for payment.



4. Invoices will be processed only after WellFlorida determines acceptance of the deliverable. Disputed invoices will be returned to the successful respondent for correction.

5. The successful respondent shall submit the final invoice for payment to WellFlorida no later than 37 days after termination of the contract. If the successful respondent fails to do so, all rights to payment are forfeited, and WellFlorida will not honor any request submitted after aforesaid time period.

#### **SECTION 4: PROPOSAL CONTENT**

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

##### **Cover Page**

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

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

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

##### **Table of Contents**

Each copy of the proposal shall contain a table of contents identifying major sections of the proposal with page numbers.

##### ***Two (2) Page Limit***

##### **Description and Approach to Performing Task**

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

- A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;

- Description of similar projects to the one proposed in the RFP that the respondent(s) has previously performed;
- Documented evidence of successful experience and knowledge of providing similar HIV related services and tasks;
- The respondent(s) demonstrated technical knowledge, expertise and ability to meet the specifications stated in the Scope of Service, Section 3, Page 7, and Major Program Goals, Section 3, page 6;
- The respondent's understanding of all areas of work within the Task List, Section 3;
- The respondent's approach to meeting areas of work within the Task List, Section 3 and the applicable Service Specific Standards in Attachment 6, including staffing levels;
- Description of care coordination. If the respondent is applying for multiple services, the respondent's internal coordination approach should also be described;
- The respondent's quality management procedures;
- Knowledge of and experience using the State CAREWare database.

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

**Budget Summary**

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

The cost proposal must comply with the requirements presented in this RFP (Respond on Attachment 2).

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

***Three (3) Page Limit, excluding Cost Proposal***

**Description of Staffing and Organizational Capacity**

The respondent(s) proposal must include:

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

8. Proof of Federal, State or City Certification as a Certified Minority Business Enterprise (CMBE) (if applicable)
9. Proof of Medicaid/Project AIDS Care (PAC) license(s) for agency and staff
10. Attachment 4, Required Certifications

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

### **Results of Monitorings**

Please include copies of results of all monitoring reports of HIV/AIDS-related and non-HIV-related service programs for which the respondent provided services from the last twelve months (not including monitoring reports compiled by WellFlorida Council).

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

## **SECTION 5: SPECIAL INSTRUCTIONS TO RESPONDENTS**

### **Instructions for Submitting Proposals**

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

### **Instructions for Formatting Proposals**

- Respondents are required to complete, sign, and return the "Cover Page" with their proposals.
- Each Section shall not exceed the page limits as identified in Section 4, Proposal Content. The proposal shall not exceed 50 pages. For proposals that exceed the page limit, only the first 50 pages will be reviewed and scored.
- **Failure to submit a proposal that covers services in all 15 counties of Area 3/13, and/or missing any of the components listed in Section 4 will result in the proposal being deemed non-responsive and it will not be reviewed.**
- Include only **ONE** service (either Medical Case Management of Eligibility Determination) per proposal. **Should a respondent wish to apply for both services, separate proposals must be submitted.**
- The proposal should be single-spaced, or have 1.15 inch spacing.
- The pages should be numbered and one-inch margins should be used.
- The footer should identify the respondent and the service being proposed.
- The font size and type is at the discretion of the respondent(s) but must be at least as large as the font type you are currently reading (Arial font 11).

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

Materials submitted will become the property of WellFlorida. WellFlorida reserves the right to use any concepts or ideas contained in the responses.

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

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

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

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

### **Contact Person and Proposal Delivery Instructions**

The contact person listed below is the sole point of contact from the date of release of the RFP until the selection of the awarded applicants. Proposals must be submitted by the due date and time as indicated in the RFP Timeline.

For US Mail, overnight courier, or in-person delivery (please allow ample time for delivery by the deadline):

WellFlorida Council, Inc.  
Karen Klubertanz HIV/AIDS Program Director  
1785 NW 80 Boulevard  
Gainesville FL 32606  
352-313-6500

No proposal will be accepted if submitted via email or fax.

## **SECTION 6: EVALUATION & INQUIRIES**

Each response will be evaluated and scored based on the criteria defined in Attachment 1. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores from each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

**WellFlorida reserves the sole authority in final choice of the successful respondent(s).**

### **Respondent Inquiries**

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

Answers to questions submitted in accordance with the RFP Timeline will be posted on the lead agency website ([www.wellflorida.org](http://www.wellflorida.org)) and may be requested via e-mail.

All inquiries must be submitted to:

WellFlorida Council, Inc.  
Karen Klubertanz HIV/AIDS Program Director  
1785 NW 80 Boulevard  
Gainesville FL 32606  
352-313-6500  
[kklubertanz@wellflorida.org](mailto:kklubertanz@wellflorida.org)

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

## **SECTION 7: ADDITIONAL INFORMATION AND REGULATIONS**

### **Subcontractors**

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

### **Cost of Preparation**

Neither WellFlorida nor the State of Florida DOH is liable for any costs incurred by a respondent(s) in responding to this solicitation.

### **Renewal**

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

### **Addenda**

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

### **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.

### **Licenses, Permits, and Taxes**

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

### **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.

## ATTACHMENT 1: EVALUATION CRITERIA

### **Evaluation Criteria**

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

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

**Points Awarded:** Total number of points given by the evaluator.

### Area 3/13 Medical Case Management Services Proposal Evaluation:

<b>SECTION 1: PROPOSAL INFORMATION (80 points maximum)</b>	<b>POINT VALUE</b>
1. Cover Page: Complete? Accurate? <b>(5 points maximum)</b>	
2. Table of Contents: Complete? Accurate? <b>(5 points maximum)</b>	
3. Description and Approach to Performing Tasks	
a. How well does the proposal demonstrate information about the respondent's experience, administrative structure and professional qualifications? <b>(15 points maximum)</b>	
b. How well does the respondent document evidence and knowledge of successfully providing similar HIV-related services and tasks, including monitoring reports? <b>(5 points maximum)</b>	
c. How well does the proposal provide clear insight into how the respondent will meet the overall requirements as described in the scope of service and major program goals including meeting the needs of the clients in all 15 counties of Area 3/13? <b>(15 points maximum)</b>	
d. How well does the proposal describe an understanding of medical case management operation guidelines? <b>(5 points maximum)</b>	
e. How well does the proposal describe the respondent's approach to accomplishing the Task List and Service Specific standards, including adequate staffing? <b>(15 points maximum)</b>	
f. How well does the proposal describe how the respondent will ensure care coordination? <b>(5 points maximum)</b>	
g. How well does the proposal describe how the respondent will ensure quality management procedures are in place? <b>(5 points maximum)</b>	
h. How well does the proposal describe knowledge of and experience using the state CAREWare database? <b>(5 points maximum)</b>	
<b>SECTION 1 SUBTOTAL (80 POINTS MAXIMUM):</b>	
<b>SECTION 2: COST PROPOSAL / BUDGET NARRATIVE (20 points maximum)</b>	<b>POINT VALUE</b>
1. How well does the respondent provide a cost proposal that accomplishes the activities identified in the Task List? <b>(10 points maximum)</b>	
2. How well does the respondent's budget narrative provide a detailed justification of all costs associated with fulfilling Ryan White medical case management services? <b>(10 points maximum)</b>	
<b>SECTION 2 SUBTOTAL (20 POINTS MAXIMUM):</b>	
<b>TOTAL POINTS AWARDED (100 POINTS MAXIMUM):</b>	

Evaluator Name/Signature: \_\_\_\_\_

Vendor Proposal: \_\_\_\_\_

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



### Area 3/13 Eligibility Determination Services Proposal Evaluation:

<b>SECTION 1: PROPOSAL INFORMATION (80 points maximum)</b>	<b>POINT VALUE</b>
1. Cover Page: Complete? Accurate? <b>(5 points maximum)</b>	
2. Table of Contents: Complete? Accurate? <b>(5 points maximum)</b>	
3. Description and Approach to Performing Tasks	
a. How well does the proposal demonstrate information about the respondent's experience, administrative structure and professional qualifications? <b>(15 points maximum)</b>	
b. How well does the respondent document evidence and knowledge of successfully providing similar HIV-related services and tasks, including monitoring reports? <b>(5 points maximum)</b>	
c. How well does the proposal provide clear insight into how the respondent will meet the overall requirements as described in the scope of service and major program goals including meeting the needs of the clients in all 15 counties of Area 3/13? <b>(15 points maximum)</b>	
d. How well does the proposal describe an understanding of proper eligibility determination? <b>(5 points maximum)</b>	
e. How well does the proposal describe the respondent's approach to accomplishing the Task List and Service Specific standards, including adequate staffing? <b>(15 points maximum)</b>	
f. How well does the proposal describe how the respondent will ensure care coordination? <b>(5 points maximum)</b>	
g. How well does the proposal describe how the respondent will ensure quality management procedures are in place? <b>(5 points maximum)</b>	
h. How well does the proposal describe knowledge of and experience using the state CAREWare database? <b>(5 points maximum)</b>	
<b>SECTION 1 SUBTOTAL (80 POINTS MAXIMUM):</b>	
<b>SECTION 2: COST PROPOSAL / BUDGET NARRATIVE (20 points maximum)</b>	<b>POINT VALUE</b>
1. How well does the respondent provide a cost proposal that accomplishes the activities identified in the Task List? <b>(10 points maximum)</b>	
2. How well does the respondent's budget narrative provide a detailed justification of all costs associated with fulfilling Ryan White medical case management services? <b>(10 points maximum)</b>	
<b>SECTION 2 SUBTOTAL (20 POINTS MAXIMUM):</b>	
<b>TOTAL POINTS AWARDED (100 POINTS MAXIMUM):</b>	

Evaluator Name/Signature: \_\_\_\_\_

Vendor Proposal: \_\_\_\_\_

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

## ATTACHMENT 2: COST PROPOSAL

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

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

Estimated funding of up to \$582,300.00 for medical case management and up to \$281,000 for eligibility determination (non-medical case management) has been identified as potentially being available for Ryan White services annually.

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

Allowable administrative costs include, but may not be limited to, administrative staff salaries and fringe, rent, utilities, telephone bills, travel, and postage.

**Office supplies and equipment purchase, rental and maintenance are unallowable costs.**

Sample Cost Proposal formats have been provided on the following pages. Respondents may use a similar or the same format in their responses.

**Ryan White Part B Medical Case Management Services Cost Proposal:**

Medical Case Management Direct Services Costs (4/1/2013 – 3/31/2014):

<b>Direct Care Personnel</b>	<b>RW FTE</b>	<b>annual salary</b>	<b>annual fringe</b>	<b>total</b>
Medical CMs:				
AB				
CD				
EF				
GH				
IJ				
KL				
MN				
OP				
QR				
ST				
<b>MCM Subtotal</b>				
Supervisor:				
<b>UV</b>				
<b>TOTAL Direct:</b>				

**Administration Costs - 10% maximum**

Expense	Annual cost
ZEE	
YEE	
XEE	
WEE	
<b>ADMIN TOTAL</b>	

**TOTAL MEDICAL CASE MANAGEMENT COST PROPOSAL  
4/1/2013 through 3/31/2014:**

Direct Care	
Administration	
<b>TOTAL</b>	

**Ryan White Part B Eligibility Determination Services Cost Proposal:**

Eligibility Determination Services Direct Costs:

<b>Personnel</b>	<b>RW FTE</b>	<b>annual salary</b>	<b>annual fringe</b>	<b>total</b>
Eligibility Specialists				
AB				
CD				
EF				
GH				
Subtotal Specialists				
Supervisor:				
IJ				
Subtotal Supervisor				
<b>TOTAL Salary/Fringe</b>				

<b>Other Direct Costs</b>	
Expenses	Annual cost
zzzzz	
yyyyy	
xxxxx	
wwwww	
vvvvv	
Subtotal other costs	
<b>TOTAL Direct Costs</b> (total of sal/fring/other)	

**Administration Costs - 10% maximum**

Expense	Annual cost
ZEE	
YEE	
XEE	
<b>ADMIN TOTAL</b>	

**TOTAL ELIGIBILITY DETERMINATION COST PROPOSAL**  
**4/1/2013 through 3/31/2014**

Direct Care	
Administration	
<b>TOTAL</b>	

(10% of total proposal)

**ATTACHMENT 3: RESPONDENT EXPERIENCE**

Respondent's Name: \_\_\_\_\_

Respondents are required to submit with contact information for three (3) entities it has provided with HIV-related services similar to those requested in this solicitation. If there are no HIV-related similar services that have been provided, the respondent may reference similar non-HIV-related activities. Should a respondent have no HIV-related similar service provision experience, 5 points will be deducted from the proposal's final score.

WellFlorida reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. WellFlorida will make only two attempts to contact each entity. WellFlorida's determination is not subject to review or challenge.

1.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_

2.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_

3.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_

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

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

## ATTACHMENT 4: REQUIRED CERTIFICATIONS

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

If a respondent fails to certify its agreement with these terms and conditions and or to abide by them, **its proposal shall be deemed non-responsive.**

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process (if applicable) including those contained in the attached Standard Contract/Direct order. **(Attachment 5) \*\*.**

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 proposal or offer. This proposal or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Respondent or Offer or to the provisions of this proposal or offer.

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

### SCRUTINIZED COMPANIES LISTS

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

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

*\*An authorized official is an officer of the vendor's organization who has legal authority to bind the organization to the provisions of the proposals. This usually is the Administrator, Executive Director, CEO, 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 Administrator, Executive Director, CEO, Chairman of the Board, 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 5: SAMPLE STANDARD CONTRACT

WellFlorida Council, Inc.  
Standard Contract  
Ryan White CFDA \_\_\_\_\_

This contract is entered into between WellFlorida Council, Inc, hereinafter referred to as *WellFlorida*, and \_\_\_\_\_, hereinafter referred to as the *Provider*. **This contract shall begin on April 1, 2013 and end on March 31, 2014 (inclusive).**

The parties agree:

**I. The Provider agrees:**

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

**B. Requirement 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 WellFlorida prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of the 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. WellFlorida 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, FS. Pursuant to s.287.135(5), FS, WellFlorida 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 WellFlorida shall take civil action against the provider as described in x.287.135(5)(a), FS, 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 USC 874 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 WellFlorida.

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 308 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), 508 of the Clean Water Act, as amended (33 USC 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 WellFlorida.

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 II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from WellFlorida. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to WellFlorida.

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

g. The Provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3CFR, 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 required that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education, or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

i. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

j. Provider is required to submit a W-9 to WellFlorida prior to doing business with WellFlorida.

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 WellFlorida. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

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

1. To establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by WellFlorida 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 WellFlorida, the provider will cooperate with WellFlorida 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 to all reasonable times to inspection, review, or audit by Federal, State or WellFlorida personnel.

5. WellFlorida personnel, and Federal and State auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of the 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 WellFlorida as specified in Attachment VI 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 Attachment VI: 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 FS, 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 Attachment VI: 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 WellFlorida 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 WellFlorida within 30 days of the end 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 WellFlorida within 30 days of the earlier of the expiration of, or termination of, this contract.

#### **E. Monitoring by WellFlorida**

To permit persons duly authorized by WellFlorida 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 WellFlorida of satisfactory performance of the terms and conditions of this contract. Following such evaluation, WellFlorida 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 WellFlorida within the specified period of time set forth in the recommendations. The Provider's failure to correct noted deficiency may, at the sole and exclusive discretion of WellFlorida, 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 WellFlorida; and (3) the termination of this contract for cause.

#### **F. Indemnification**

NOTE: Paragraph I.F.1 and I.F.2 are not applicable to contracts executed 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 WellFlorida 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 WellFlorida is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of the provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by WellFlorida. WellFlorida'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 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 WellFlorida 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.

#### **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 WellFlorida, 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 WellFlorida 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 WellFlorida 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 WellFlorida against such claims.
3. WellFlorida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties or obligations under this contract to another 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 WellFlorida.

#### **J. Return of Funds**

To return to WellFlorida 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 WellFlorida. 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 WellFlorida. In the event that WellFlorida first discovers an overpayment has been made, WellFlorida will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, WellFlorida 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**

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

#### **L. Transportation Disadvantaged**

If clients are to be transported under this contract, the Provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The Provider shall submit to WellFlorida 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 of Health 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.

**N. Civil Rights Requirements**

Civil Rights Certification: The Provider will comply with applicable provisions of Department of Health 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 WellFlorida.

2. 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 WellFlorida. Not shall the Provider represent to others that it has the authority to bind WellFlorida unless specifically authorized to do so.

3. Neither the Provider, its officers, agents, employees, subcontractors nor assignees are entitled to WellFlorida retirement or WellFlorida leave benefits, or to any other compensation of WellFlorida 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 WellFlorida.

5. Unless justified by the Provider and agreed to by WellFlorida in Attachment I, WellFlorida 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), WellFlorida Council, inc., and the State of Florida, Department of Health.* If the sponsorship reference is in written material, the words *WellFlorida Council, Inc., and 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 WellFlorida no more than 37 days after the contract ends or is terminated. If the Provider fails to do so, all right to payment is forfeited and WellFlorida 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 WellFlorida.

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

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

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

1. Pursuant to 287.133 FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with WellFlorida: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, s/he 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 WellFlorida: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, s/he 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.

**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 any way connected herewith, the Provider shall refer the discovery or invention to WellFlorida to be referred to the Florida Department of Health 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 WellFlorida. 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 WellFlorida 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 WellFlorida's or the Florida 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 Florida 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 of Florida a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the State's interest is vacated, the provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

WellFlorida does not offer Electronic Fund Transfer to the provider.

**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 FS. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Florida 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 of health'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. WellFlorida 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. WellFlorida'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, payments to Provider for medical or other health care-related services shall be made not more than 35 days from the date eligibility for payment is determined. Invoices returned to Provider due to preparation errors will result in a payment delay.

**III. The Provider and WellFlorida Mutually Agree:**

**A. Effective and Ending Dates**

This contract shall begin on April 1, \_\_\_\_\_ and shall end on March 31, \_\_\_\_\_.

**B. Termination**

1. Termination at Will: This contract may be terminated by either party upon no less than thirty (3) 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, WellFlorida 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. WellFlorida 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, WellFlorida 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 WellFlorida'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 WellFlorida in a manner satisfactory to WellFlorida 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 WellFlorida, been notified by WellFlorida of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of WellFlorida; or 2) had a contract terminated by WellFlorida 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 WellFlorida'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, email address and telephone number of the contract manager for WellFlorida for this contract is:

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

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

5. Upon change of representatives (names, addresses, telephone numbers, email addresses) 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, I, II, III, IV and V, 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.

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

**In Witness Whereof**, the parties hereto have caused this 29 page contract to be executed by their undersigned officials as duly authorized.

<b>Provider:</b>	<b>WellFlorida Council, Inc.</b>
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Print/Type Name:</b>	<b>Print/Type Name: Jeff Feller</b>
<b>Date:</b> _____	<b>Title: Chief Executive Officer</b>
<b>Federal EID#:</b>	<b>Date:</b> _____
<b>Provider Fiscal Year Ending Date:</b>	

## ATTACHMENT 6: SERVICE SPECIFIC STANDARDS

### SERVICE SPECIFIC STANDARDS

The successful respondent will present a proposal that incorporates the minimum standards listed below for the service(s) they are seeking to provide. Respondent(s) can propose to provide multiple services, but **must submit one proposal per service.**

All services for which this solicitation is being circulated must meet the following stipulations:

- 1) Demonstrate efforts to provide culturally sensitive services to individuals who are HIV positive and their partners; women, infants, children, youth, and families
- 2) Designate a supervisor of the staff providing services under this contract
- 3) Adhere to all requirements, policies and protocols relating to client confidentiality at all times.
- 4) Utilize CAREWare (WellFlorida's domain) for all data collection and reporting.
- 5) Prepare and submit required reports within specified time frames.

### MEDICAL CASE MANAGEMENT:

Medical case management services (including treatment adherence) are a range of client-centered services that link clients with health care, psychosocial and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client and other key family members' needs and personal support systems.

Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments.

Key activities include: (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact and any other forms of communication.

All successful respondent(s) are required to enter medical case management information on every client served into the State of Florida CAREWare database, WellFlorida domain.

During a recent twelve (12) month period, **796** unduplicated HIV-positive persons throughout the 15 county region received medical case management services via Area 3/13's Ryan White Part B program. It is anticipated this number will remain stable during this solicitation's first contract period.

### Deliverables

The successful respondent(s) shall provide the following services for WellFlorida:

- **Administration:** The successful respondent shall not use more than ten (10) percent of the amounts received for administrative costs. **Equipment-related costs and office supplies purchases are unallowable under this contract.**
- **Direct Services:** The successful respondent shall provide the following:



- **Comprehensive Medical Case Management.** This includes the provision of comprehensive medical case management including intake, client assessment, development of client care plans, linkage to appropriate providers for clinical and support services, coordination of services, treatment adherence counseling and education, and follow-up to assure client needs are met. **Each full-time equivalent (FTE) case manager must maintain a minimum caseload of 60 clients.** All clients case managed via this agreement shall be medically case managed.
- **Management of Vendor Services.** This includes the referral/linkage to and authorization of support services for Ryan White clients from vendors approved by WellFlorida. The successful respondent will be responsible for tracking support services authorized by case managers and delivered by approved vendors. A list of support services shall be established by WellFlorida. WellFlorida will be responsible for receiving and satisfying the vendor invoices. Authorization of these funds shall be managed in a manner that will ensure access to a broad range of services for as many clients as possible during the entire term of this contract.
- **Data/Information.** This includes the collection and maintenance of records and information necessary to identify the number of unduplicated recipients, the types of services provided, the dates of service delivery, and other data elements as specified by WellFlorida. The successful respondent shall utilize WellFlorida's CAREWare domain for data storage and reporting.

#### **Outcomes/Outputs**

- 1) The successful respondent must assure that 100% of clients accessing services meet the requirement of Florida's HIV/AIDS Patient Care Programs eligibility rule Chapter 64D-4 Eligibility Requirement for HIV/AIDS Patient Care Programs, Florida Administrative Code F.A.C. (Florida HIV/AIDS Eligibility Procedures Manual).
- 2) The successful respondent will ensure that 90% of currently Ryan White eligible consumers with HIV/AIDS who receive ambulatory/outpatient medical care will have two (2) or more medical visits at least 3 months apart in an HIV care setting during the contract year. (HRSA Group 1)
- 3) The successful respondent will ensure that 90% of currently Ryan White eligible consumers with AIDS are on a prescribed HAART regimen within the measurement year. (HRSA Group 1)
- 4) The successful respondent will ensure that 85% of currently Ryan White eligible consumers with HIV/AIDS who receive ambulatory/outpatient medical care will have two (2) or more CD4 T-cell counts performed at least 3 months apart in the contract year. (HRSA Group 1)
- 5) The successful respondent shall achieve an 85% or better rating on a client satisfaction survey/periodic evaluation administered by WellFlorida related to the quality of service provided.

#### **Provider Responsibilities**

- 1) The successful respondent will conduct quarterly case manager's record reviews and provide a written report on the QA program findings at the time of each site monitoring visit.



- 2) The successful respondent will be required to participate in the North Central Florida CARE Consortium.
- 3) The successful respondent shall participate in linkage case conferencing with other Ryan White Service Providers as requested.
- 4) The successful respondent will neither assign the responsibility of this contract to another party nor subcontract any of the work contemplated under this contract.

#### **ELIGIBILITY DETERMINATION SERVICES (NON-MEDICAL CASE MANAGEMENT):**

Case management services (non-medical) include the provision of advice and assistance in obtaining medical, social, community, legal, financial and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments.

In Area 3/13, non-medical case managers provide HIV/AIDS program eligibility determination services. All clients requesting HIV/AIDS patient care services shall be determined eligible based on Chapter 64D-4, Florida Administrative Code.

In the event of any disputes regarding the eligibility of the clients, determination made by DOH is final and binding to all parties.

All successful respondent(s) are required to enter eligibility information on every client into the eligibility module in the State of Florida CAREWare database, WellFlorida domain.

During a recent twelve (12) month period, **1,425** unduplicated HIV-positive persons throughout the 15 county region received eligibility determination services via Area 3/13's Ryan White Part B Program. It is anticipated this number will remain stable during this solicitation's first contract period.

#### **Deliverables**

The successful respondent(s) shall provide the following services for WellFlorida:

- **Administration:** The successful respondent shall not use more than ten (10) percent of the amounts received for administrative costs. Equipment-related costs and office supplies purchases are unallowable under this contract.
- **Direct Services:** The successful respondent shall provide the following:
  - **Eligibility Determination.** The successful respondent shall fairly apply the standardized eligibility requirements, procedures and forms to all persons who request a determination of eligibility for any or all of the Florida Bureau of HIV/AIDS Patient Care Programs in the Area 3/13 service area. **Each full-time equivalent (FTE) eligibility specialist shall maintain a minimum caseload of 300 clients.**
  - **Data/Information.** This includes the collection and maintenance of records and information necessary to identify the number of unduplicated recipients, the types of services provided, the dates of service delivery, the units of service delivered and other data elements as specified by WellFlorida. CAREWare will be the official database for all Eligibility determination/re-determination activities.

#### **Outcomes/Outputs**

- 1) The successful respondent must assure that 100% of clients accessing services meet the requirement of Florida's HIV/AIDS Patient Care Programs eligibility rule Chapter

64D-4 Eligibility Requirement for HIV/AIDS Patient Care Programs, Florida Administrative Code F.A.C. (Florida HIV/AIDS Eligibility Procedures Manual).

- 2) The Provider must maintain documentation that clients are eligible, as defined by Eligibility Rule 64D-4 FAC, at the time services are rendered.
- 3) The successful respondent shall achieve an 85% or better rating on a client satisfaction survey/periodic evaluation administered by the Health Planning Council related to the quality of service provided.
- 4) The successful respondent must notify WellFlorida in writing each time a written complaint is filed related to any services

**Provider Responsibilities**

- 1) Provider will conduct quarterly eligibility record reviews and provide a written report on the QA program findings at the time of each site monitoring visit.
- 2) The Provider will be required to participate in the North Central Florida CARE Consortium.
- 3) The Provider shall participate in linkage case conferencing with other Ryan White service providers as requested.
- 4) The Provider will neither assign the responsibility of this contract to another party nor subcontract any of the work contemplated under this contract.