

**BOARD OF COUNTY
COMMISSIONERS**

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September 30, 2015

RE: AHCA RFA 001-15/16

Pinellas County is pleased to submit an application to the Agency for Health Care Administration (AHCA) for the Community and Primary Care Services RFA 001-15/16.

Pinellas County, a unit of local government and Federally Qualified Health Center, is the lead applicant and eligible entity meeting the requirements set forth in Section 1.1 of the RFA.

Applicant: Pinellas County Board of County Commissioners
Address: 315 Court Street
Clearwater, FL 33765
FEID: 596000800
Medicaid: 688412100
NPI#: 1871641613

The County Administrator has the authority to bind the applicant to an Agreement and designates the following individual as the Project Director of the Grant Agreement who may be reached by phone and to attend meetings as requested:

Daisy Rodriguez, Health Care Administrator
Pinellas County Department of Human Services
440 Court Street, 2nd floor, Clearwater FL 33756
darodriguez@pinellascounty.org | (727) 464-4206

The County is requesting \$487,002 for the 15/16 fiscal year.

The County, through this Community & Primary Care Services funding opportunity, is seeking to increase access to primary care services and prevent unnecessary emergency room visits and inpatient hospitalization for approximately 300 homeless individuals needing behavioral health services. This proposal supports hospital emergency room diversion through the addition of 3.5 behavioral health staff and services. The program proposed will do this by providing disease management, in the form of management of mental illness and substance abuse. In addition, this program will improve patient compliance with the addition of additional staff.

Sincerely,

Mark S. Woodard
County Administrator
mwoodard@pinellascounty.org | 727-464-3485

PLEASE ADDRESS REPLY TO:
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, FL 33756
PHONE: (727) 464-8400
FAX: (727) 464-8454
V/TDD: (727) 464-4062

WEBSITE: www.pinellascounty.org

**REQUEST FOR APPLICATION
AHCA RFA 001-15/16
COMMUNITY AND PRIMARY CARE SERVICES**

FY 2015 – 2016

**AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE**

**APPLICATION DEADLINE:
September 30, 2015
5:00 P.M., EASTERN TIME**

***Disclaimer – NOTE:** The receipt of applications in response to this Grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a Grant from the Agency for Health Care Administration.*

This Grant opportunity is not a competitive solicitation subject to the notice or challenge provisions of Section 120.57(3), Florida Statutes.

SECTION 1.0 PROGRAM OVERVIEW

1.1 FUNDING ANNOUNCEMENT

The Agency for Health Care Administration (Agency) announces the availability of FY 2015 – 2016 funds for Community and Primary Care Services to increase access to primary care services in the state and to reduce and prevent unnecessary emergency room visits and inpatient hospitalizations.

Purpose: Funding has been provided pursuant to Specific Appropriation 187A to increase access to primary care services in the State and to reduce and prevent unnecessary emergency room visits and inpatient hospitalizations.

The Agency will seek Grant proposals and award Grants to those programs most capable of reducing health spending while improving the health status of uninsured and underinsured persons in their communities.

Eligibility: The Agency shall seek proposals from County Health Departments, community health care clinics, and Federally Qualified Health Centers.

Community Health Centers/Federally Qualified Health Centers: Community Health Centers (CHC) are non-profit clinical care providers that operate under comprehensive federal standards. There are two (2) types of clinics that meet CHC requirements, those that receive federal funding under Section 330 of the Public Health Service Act and those that meet all requirements applicable to federally funded health centers and Medicaid, and the Children's Health Insurance Program (CHIP).

Community Health Care Clinics are community-based or faith-based organizations that provide healthcare services at reduced rates (often on a sliding fee scale) or at no charge to low-income, uninsured and underserved individuals. These providers often rely heavily on volunteer healthcare professionals and community partnerships. Clinics should serve primarily uninsured and underinsured individuals.

County Health Departments: Florida county health departments (CHDs) are authorized under Chapter 154.001, Florida Statutes to promote, protect, maintain, and improve the health and safety of all citizens and visitors of Florida. They improve health status by preventing epidemics, protecting against environmental hazards, encouraging healthy behaviors, preparing for and responding to disasters, and assuring the quality and accessibility of health service. County Health Departments are located in all 67 of Florida's counties.

Estimated Funds Available: \$28,550,939.00 in non-recurring General Revenue Funds. There is a cap of \$1,500,000.00 per Grant proposal.

Type of Award: Grant

Grant Award Period: Execution of Agreement through June 30, 2016

1.2 TIMELINE

| ACTIVITY | DATE/TIME | LOCATION |
|--|-------------------------------|--|
| Request for Application Issued by Agency | 09/16/2015 | Provider Banner Message through the Florida Medicaid Management Information System (FMMIS) |
| Deadline for Receipt of Written Inquiries | 09/21/2015 | All questions must be submitted electronically to: procurement@ahca.myflorida.com |
| Anticipated date for Agency Responses to Written Inquiries | 09/25/2015 | Provider Banner Message through the Florida Medicaid Management Information System (FMMIS) |
| Deadline for Receipt of Responses | 09/30/2015 | All responses must be submitted electronically to: 2727 Mahan Drive, MS #15 Tallahassee, FL 32308-5403 or procurement@ahca.myflorida.com |
| Anticipated Evaluation of Grant Applications | 10/09/2015 | |
| Anticipated Dates for Negotiations if Needed | 10/12/2015 through 10/16/2015 | |
| Anticipated Posting of Notice of Intent to Award | 10/09/2015 | Grant awardees will be notified in writing by the Agency. |

1.3 OVERVIEW

This Request for Application (RFA) is to solicit Grant applications to increase access to primary care services in the state and to reduce and prevent unnecessary emergency room visits and inpatient hospitalizations.

1.4 PROGRAM AUTHORITY

Funding has been provided pursuant to Specific Appropriation 187A.

1.5 PURPOSE

The Agency will solicit Grant proposals and award Grants to those programs most capable of reducing health spending while improving the health status of uninsured and underinsured persons in their communities.

Programs receiving these Grants shall reduce unnecessary emergency room visits and preventable hospitalizations by providing disease management; improving patient compliance; and coordinating services such as needed physician, diagnostic, dental,

nurse practitioner, pharmaceutical, and other supporting services. Specific strategies shall be detailed in the applicant's response.

3. Proposals to reduce emergency room visits and preventable hospitalizations will be considered in the following categories;
 - o Hospital emergency room diversion initiatives;
 - o Expansion of primary care clinical services;
 - o Expansion of oral health services; and
 - o Disease management initiatives.
4. There is a cap of **\$1,500,000.00** general revenue per Grant proposal. Applicants may request funding up to this cap although full funding of individual projects may not be available.
5. Funding has been allocated to provide Grants for up to **\$100,000.00** for applicants providing a more limited project scope.

1.6 FUNDING PERIOD

The term of the Letter of Agreement resulting from this RFA will be the date of execution through June 30, 2016. The term of the resulting Letter of Agreement is subject to change based on the actual execution date of the Agreement. The Letter of Agreement will not be renewed.

1.7 ELIGIBLE APPLICANTS

The Agency shall seek proposals from County Health Departments, community health care clinics, and Federally Qualified Health Centers.

1.8 NOTICE AND DISCLAIMER

The number of grant awards will be determined by the Agency at its sole discretion based on the availability of funds and the quality of the submitted application. The Agency reserves the right to offer grant awards for less than the amount requested by the applications as it deems is in the best interest of the State of Florida and the Agency. The receipt of proposals in response to this application does not imply or guarantee that any one or all proposals will be awarded a Grant. **Additionally, the Agency reserves the right to negotiate services and funding with applicants prior to the final offer of the Grant award.**

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SECTION 2.0 TERMS AND CONDITIONS

2.1 GRANT REQUIREMENTS

1. Grants will be awarded utilizing a Letter of Agreement.
2. The Agreement resulting from this RFA will be a fixed price or cost reimbursement.
3. The Agency reserves the right to reject any and all applications.
4. The costs related to the development and submission of a response to this RFA is the full responsibility of the respondent and is not chargeable to the Agency.
5. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
6. By submission of a response, a respondent certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent Agreement in violation of the provisions of Chapter 112, Florida Statutes. Any Agreement issued as a result of this RFA may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

2.2 SUBCONTRACTING

1. The successful applicant shall not subcontract, assign, or transfer any work identified under this RFA or the resulting Agreement, with the exception of those subcontractors identified in the prospective applicant's response, without prior written consent of the Agency.
2. The applicant is responsible for all work performed under the Agreement resulting from this RFA. No subcontract that the applicant enters into with respect to performance under the resulting Agreement shall in any way relieve the applicant of any responsibility for performance of its duties. The successful applicant shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Agreement.
3. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this RFA enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective applicants can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority applicants who may be considered for subcontracting opportunities.

2.3 INSPECTION OF RECORDS AND WORK PERFORMED

1. The State and its authorized representatives shall, at all reasonable times, have the right to enter the successful applicant's premises, or other places where duties under the resulting Agreement are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The successful applicant shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting Agreement for a period of six (6) years after termination of the resulting Agreement, 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.
3. Refusal by the successful applicant to allow access to all records, documents, papers, letters, other materials or on-site activities related to the resulting Agreement performance shall constitute a breach of the resulting Agreement. The right of the State and its authorized representatives to perform inspections shall continue for as long as the successful applicant is required to maintain records. The successful applicant will be responsible for all storage fees associated with the medical records maintained under the resulting Agreement. The successful applicant is also responsible for the shredding of medical records that meet the retention schedule noted above.
4. Failure to retain records as required may result in cancellation of the resulting Agreement. The Agency shall give the successful applicant advance notice of cancellation pursuant to this provision and shall pay the successful applicant only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting Agreement. Performance by the Agency of any of its obligations under an Agreement awarded pursuant to this RFA shall be subject to the successful applicant's compliance with this provision.
5. In accordance with Section 20.055, Florida Statutes, the successful applicant and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall Grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.

2.4 PUBLIC RECORDS REQUESTS

The Vendor shall comply with Section 119.0701, Florida Statutes, if applicable, as follows:

1. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Letter of Agreement;
2. The Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost

that does not exceed the cost provided in s. 119.0701, F.S., or as otherwise provided by law;

3. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. The Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of the Letter of Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency; and
5. If the Vendor does not comply with a public records request, the Agency shall enforce the Agreement provisions in accordance with this Letter of Agreement.

2.5 ACCOUNTING

The successful applicant shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All charges applicable to the resulting Agreement shall be readily ascertainable from such records.

2.6 CONFIDENTIALITY OF BENEFICIARY INFORMATION:

1. All personally identifiable beneficiary information obtained by the successful applicant shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of the resulting Agreement. The successful applicant must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis and other applicant responsibilities under the Agreement resulting from this RFA, and is exchanged only for the purpose of conducting a review or other duties outlined in the resulting Agreement.
2. Any patient-specific information received by the successful applicant can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the successful applicant is retained by the Agency. The successful applicant must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the Health Insurance Portability and Accountability Act [HIPAA]) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
3. The successful applicant's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the successful applicant. If provider-specific data are released to the public, the successful applicant shall have policies and procedures for exercising due care in compiling and releasing such data that

address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, Florida Statutes, are met.

4. The successful applicant and its subcontractors shall comply with the requirements of Section 501.171, Florida Statutes and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
5. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

2.7 AUDITS/MONITORING

1. The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the successful applicant to verify the quality of the successful applicant's analyses. Reasonable notice shall be provided for reviews conducted at the successful applicant's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, beneficiary records, accounting records, and internal quality control reviews. The successful applicant shall work with any reviewing entity selected by the State.
3. During the resulting Agreement period these records shall be available at the successful applicant's office at all reasonable times. After the resulting Agreement period and for six (6) years following, the records shall be available at the successful applicant's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the successful applicant shall bear the expense of delivery. Prior approval of the disposition of the successful applicant and subcontractor records must be requested and approved by the Agency if the resulting Agreement or subcontract is continuous.

2.8 EEO COMPLIANCE

A successful applicant awarded an Agreement pursuant to this RFA shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap except as provided by law.

2.9 REQUIRED STATEMENTS

The following certifications, contained in **Attachment A**, Required Statements are required and must be submitted with the response:

- A Statement of No Involvement - certifying that neither the prospective applicant nor any person with an interest in the firm had a noncompetitive Contract involving any of the preliminary work such as a feasibility study or preparing the RFA.

- Non-Collusion Certification – certifying all persons, companies, or parties interested in the response as principals are named; that the response is made without collusion with any other persons, company or parties submitting a response; that it is made in good faith; and the signatory has full authority to legally bind the prospective applicant to the provisions of this RFA.
- Organizational Conflict of Interest Certification – certifying that the prospective applicant (including its subcontractors, subsidiaries and partners) have no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a Grant for this RFA; and the prospective applicant has included information in its response to the RFA detailing the existence of actual or potential organizational conflicts of interest and has provided a “Conflict of Interest Mitigation Plan”.

The standards on organizational conflicts of interest in Chapter 48, Code of Federal Regulations and Section 287.057(17), Florida Statutes apply to this RFA. An applicant with an actual or potential organizational conflict of interest shall disclose the conflict. If the applicant believes the conflict of interest can be mitigated, neutralized or avoided, the applicant shall include with its submission a Conflict of Interest Mitigation Plan. The plan shall, at a minimum:

- Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- Describe the actions the applicant intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- Identify the official within the applicant’s organization responsible for making conflict of interest determinations.

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine applicant responsibility, as defined in Section 287.012(25), Florida Statutes. The Agency reserves the right to request additional information from the applicant or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

- Certification Regarding Terminated Contracts – the respondent shall list:
 - All State or Federal Contracts that it or its subsidiaries and affiliates have unilaterally and willfully terminated within the past five (5) years.
 - All State or Federal Contracts of the applicant and its subsidiaries and affiliates that have been terminated within the past five (5) years by a State or the Federal government for cause, prior to the end of the Contract.

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT A, REQUIRED STATEMENTS WILL RESULT IN THE REJECTION OF A PROSPECTIVE APPLICANT’S RESPONSE. FAILURE TO SUBMIT ATTACHMENT A, REQUIRED STATEMENTS, SIGNED BY AN

AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE APPLICANT'S RESPONSE.

2.10 HIPAA COMPLIANCE

The successful applicant must ensure it meets all Federal regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2.11 APPLICABLE LAWS AND REGULATIONS

The successful applicant agrees to comply with all applicable Federal and State laws and regulations, including but not limited to:

Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; Chapter 409, Florida Statutes; all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; 42 CFR 431, Subpart F; Section 504 of the Rehabilitation Act of 1973, as amended; 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance; the Age Discrimination Act of 1975, as amended; 42 USC 6101 et. seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from Federal financial assistance; the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from Federal financial assistance; the Medicare-Medicaid Fraud and Abuse Act of 1978; other Federal omnibus budget reconciliation acts; Americans with Disabilities Act (42 USC 12101, et. seq.); and the Balanced Budget Act of 1997. The resulting Agreement may be subject to changes in Federal and State law, rules or regulations.

2.12 PATENTS, ROYALTIES, COPYRIGHTS, RIGHT TO DATA AND SPONSORSHIP STATEMENT

1. The successful applicant, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the successful applicant. The successful applicant has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the successful applicant or is based solely and exclusively upon the Agency's alteration of the article.
2. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the successful applicant full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the successful applicant may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the successful applicant and receive

reimbursement, if any, as may be determined by a court of competent jurisdiction).

3. If the successful applicant brings to the performance of the resulting Agreement a pre-existing patent, patent-pending and/or copyright, the successful applicant shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this RFA and the resulting Agreement provide otherwise.
4. If the successful applicant uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under the resulting Agreement, the successful applicant shall disclose, in writing, all intellectual properties relevant to the performance of the resulting Agreement which the successful applicant knows, or should know, could give rise to a patent or copyright. The successful applicant shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under the resulting Agreement as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under the resulting Agreement, or in any way connected herewith, the successful applicant shall refer the discovery or invention to the Agency for a determination 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 the resulting Agreement are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the successful applicant in such a manner as to preserve and protect the legal rights of the Agency.
6. Where activities supported by the Agreement resulting from this RFA produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including parties to the resulting Agreement shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
7. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful applicant under any Agreement resulting from this RFA.

8. Pursuant to Section 286.25, Florida Statutes, all non-governmental applicants must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the successful applicant shall include the statement: "Sponsored by (name of successful applicant) and the State of Florida, Agency for Health Care Administration." If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.
9. All rights and title to works for hire under the resulting Agreement, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this RFA and the resulting Agreement.
10. The computer programs, materials and other information furnished by the Agency to the successful applicant hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the successful applicant. The services and products listed in this RFA and the resulting Agreement shall become the property of the Agency upon the successful applicant's performance and delivery thereof. The successful applicant hereby acknowledges that said computer programs, materials and other information provided by the Agency to the successful applicant hereunder, together with the products delivered and services performed by the successful applicant hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Florida Statutes, and that the successful applicant shall not disclose, publish or use same for any purpose other than the purposes provided in this RFA and the resulting Agreement; however, upon the successful applicant first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the successful applicant prior to its receipt from the Agency; (2) became known to the successful applicant from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the successful applicant shall be free to use and disclose same without restriction. Upon completion of the successful applicant's performance or otherwise cancellation or termination of the resulting Agreement, the successful applicant shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the successful applicant's possession.
11. The successful applicant warrants that all materials produced hereunder will be of original development by the successful applicant and will be specifically developed for the fulfillment of this RFA and the resulting Agreement and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the successful applicant shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
12. The terms and conditions specified in this section shall also apply to any subcontract made under the resulting Agreement. The successful applicant shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

2.13 WORK AUTHORIZATION PROGRAM

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The successful applicant shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The successful applicant shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the successful applicant during the term of the Agreement resulting from this RFA and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to the Agreement resulting from this RFA.

2.14 SCRUTINIZED COMPANIES LIST

The respondent shall complete **Attachment B**, Vendor Certification Regarding Scrutinized Companies Lists, certifying that it 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, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes, the respondent agrees the Agency may immediately terminate the resulting Agreement for cause if the respondent is found to have submitted a false certification or if the respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the resulting Agreement.

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT B, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS WILL RESULT IN THE REJECTION OF A PROSPECTIVE APPLICANT'S RESPONSE. FAILURE TO SUBMIT ATTACHMENT B, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE APPLICANT'S RESPONSE.

2.15 FLORIDA DEPARTMENT OF STATE

The successful applicant shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Agreement.

2.16 INSURANCE

1. To the extent required by law, the successful applicant will be self-insured against, or will secure and maintain during the life of the resulting Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is subcontracted, the successful applicant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in

work under the resulting Agreement are covered by the successful applicant's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the successful applicant under the resulting Agreement and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the successful applicant shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of his or her employees not otherwise protected.

2. The successful applicant shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under the resulting Agreement, whether such services and/or operations are by the successful applicant or anyone directly, or indirectly employed by him. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting Agreement. The successful applicant is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the successful applicant and the State of Florida under the resulting Agreement.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The successful applicant's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. The successful applicant shall provide thirty (30) day written notice of cancellation to the Agency's Agreement Manager.
4. The successful applicant shall submit insurance certificates evidencing such insurance coverage prior to execution of an Agreement with the Agency.

2.17 USE OF GRANT FUNDS

Allowable and unallowable expenditures are defined by one or more of the following:

1. Reference Guide for State Expenditures found at: http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf
2. Sections 112.061, 286.27, 381.34, and 215.97, Florida Statutes.
3. Office of Management and Budget (OMB) Circular A-110-Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
4. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations.
5. OMB Circular A-122 – Cost Principles for Non-Profit Organizations.

6. OMB Circular A-87 – Cost Principles for State and Local, and Indian Tribal Governments.
7. Other fiscal requirements set forth in program laws, rules and regulations.

2.18 METHOD OF PAYMENT

The Agency will pay the successful applicant using a fixed price or cost reimbursement method of payment to be discussed at negotiations provided upon the satisfactory completion of deliverables.

2.19 INVOICING AND PAYMENT OF INVOICES

The Agency will reimburse for allowable expenditures incurred pursuant to the terms of the Letter of Agreement for a total dollar amount not to exceed the awarded amount subject to the availability of funds.

Payment will be made upon the receipt, review and approval of deliverables and properly completed invoices. Invoices shall be received within fifteen (15) business days following the end of the month for which reimbursement is being requested. Invoices must be supported with appropriate documentation and reports.

The successful applicant shall submit a properly completed invoice to the Agency's Agreement Manager no later than the 15th calendar day of the month following the reporting month.

The invoice shall include at a minimum:

- Documentation detailing deliverables completed and/or services rendered covered by the invoice;
- The time period in which deliverables were completed and/or services were rendered;
- The Grantee's unique identifying invoice number;
- Invoice date;
- The Grantee's payment remittance address;
- The Agency's Letter of Agreement number; and
- Other supporting documentation as requested by the Agency.

2.20 Response Clarification

The Agency reserves the right to seek written clarification from an applicant of any information contained in the applicant's response.

2.21 Joint Ventures and/or Legal Partnerships

Joint ventures or legal partnerships shall be viewed as one (1) respondent; however, each party to the joint venture/legal partnership shall submit all attachments and/or documentation required by this RFA from respondents, unless otherwise stated.

SECTION 3.0 SUBMISSION OF APPLICATION

3.1 INSTRUCTIONS FOR SUBMITTING APPLICATIONS

Respondents to this RFA shall submit one (1) electronic copy of its response. The response shall not exceed thirty (30), single-sided, pages in length. The electronic format shall be submitted on CD-ROM. The software used to produce the electronic files must be Microsoft Word 97 and/or Excel 97 or newer. The electronic files must be logically named.

The respondent shall **also** submit one (1) electronic **redacted** copy of the response suitable for release to the public. Any confidential or trade secret information covered under Section 812.081, Florida Statutes, should be either redacted or completely removed. The redacted response shall be marked as the "redacted" copy and contain a transmittal letter authorizing release of the redacted version of the response in the event the Agency receives a public records request.

Any portion of the submitted response which is **asserted** to be exempt from disclosure under Chapter 119, Florida Statutes, shall be clearly marked (by whatever means necessary, i.e., stamp) "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked "trade secret as defined in Section 812.081, Florida Statutes". Failure to identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide such records in response to public records requests without notifying the respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.

RESPONDENTS MAY NOT MARK THEIR ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL BE REJECTED.

Responses to this RFA shall be provided no later than **5:00 PM, Eastern Standard Time, September 30, 2015**. Responses shall be submitted electronically to:

Agency for Health Care Administration
Procurement Office
Attn: Keith Smith
2727 Mahan Drive, MS 15
Tallahassee, FL 32308
procurement@ahca.myflorida.com

All submittals received by the due date and time become the property of the State of Florida and shall be a matter of record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any proposal received in response to this RFA. Selection or rejection of the proposal shall not affect this right.

All information included in the response (including, without limitation, technical and cost information) and any resulting Agreement that incorporates the successful proposal (fully, in part, or by reference) shall be a matter of public record regardless of copyright

status. Submission of a response to this RFA shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

3.2 APPLICANT WRITTEN QUESTIONS

Questions related to this RFA must be received in writing at procurement@ahca.myflorida.com no later than 5:00 PM Eastern Standard Time on September 21, 2015. Submitted questions must reference the RFA page number, section number and item number if applicable.

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SECTION 4.0 APPLICATION PREPARATION GUIDELINES

4.1 TRANSMITTAL (COVER) LETTER

This letter serves as the document covering transmittal of the response package, as well as verification of applicant name, address, and Federal Employer Identification (FEID) Number, and Medicaid number and National Provider Identifier (NPI) if applicable. The letter must provide the name, title, address, telephone number, original signature and email address of the official applicant contact and an alternate, if available. These individuals shall have the authority to bind the applicant to an Agreement and shall be available to be contacted by telephone and to attend meetings as may be appropriate. If submitting a proposal as a joint venture or legal partnership, both parties must provide the requested information as described in this section.

4.2 TABLE OF CONTENTS

The respondent shall include a Table of Contents in its response. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers.

4.3 EXECUTIVE SUMMARY

The respondent shall include an executive summary, no longer than five (5) pages in length, that demonstrates the respondent's overall understanding of the Grant and describes the salient features of the respondent's proposal.

4.4 ORGANIZATIONAL OVERVIEW

The organizational overview should identify the overall mission and purpose of the Grant and how it relates to the purpose of this RFA. The organizational overview should also:

1. Identify the focal populations to be served, types of prevention, intervention, education and outreach activities offered, the area to be covered by the project, expected overall outcomes, and the applicant's experience related to the provision of the proposed activities.
2. Demonstrate the organizations capacity and ability to direct, perform, and complete the proposed activities including project management experience.

4.5 STATEMENT OF NEED

The Statement of Need must be used to describe the need for the proposed Grant. Applicants must include in narrative form the following information:

1. Demographic information about the focal population to be served in the proposed target county(ies) under this Grant.

2. Justification for the need of funding in the targeted area, including strengths and challenges.
3. Impact of the problem on the identified target population.
4. Prevalence of issues that exist within the county(ies) or areas proposed.
5. Previous and current efforts (including any outcomes) undertaken to address issues related to community and primary care services including any collaborations with health entities, local governmental agencies, civic associations, and others that show experience with the identified problem and target group(s).
6. The source(s) of all data and statistics used to validate the need.
7. Sources of other funds currently received by the applicant to support proposed activities. Explain how the funding requested under this program will be used differently than the funding already received for the proposed activities.
8. Identify other programs operating in the county(ies) serving the same population proposed to be served under this project. Applicants should explain how it propose to avoid duplication of existing services and how the proposed program will enhance or differ from services provided by existing programs.

4.6 PROVISION OF SERVICES

In narrative format explain how the project will address the needs as identified in the Statement of Need Section (**Section 4.5**). Applicants must identify all of the following information:

1. Activities to be conducted as a result of this funding including the timeframes for implementation. Describe all strategies to be used for policy initiatives, prevention, intervention, education and outreach.
2. An explanation of how activities will be implemented and to whom. Include the intended focal population, the total number of **unduplicated** individuals that will benefit from each activity, the areas served or locations in which activities will commence.
3. Strategies to address potential barriers to the provision of the activities proposed.
4. A description of plans to collaborate with organizations and health care systems to conduct proposed activities.
5. Lists of intended outcomes or specific changes expected as a result of program activities.

6. A description of activities, actions and strategies that will be undertaken to achieve objectives including timelines with beginning and ending dates, and the persons responsible for each activity.
7. The mechanism that will be used by the program to document and measure its progress toward meeting programmatic objectives and program effectiveness. Specific indicators and measures must be provided.
8. The roles and responsibilities of other organizations involved with implementing the project.
9. A description of how the program will be staffed, (e.g., paid staff and/or volunteers, consultants and subcontracts). Identify the number and type of positions needed, which positions will be full-time and which will be part-time, and qualifications proposed for each position, including type of experience and training required. Applicant must explain how staff and volunteers are recruited as well as how consultants and subcontractors are procured.
10. Applicants must submit a work plan listing the objectives for implementation of proposed activities, including activities which will be conducted to meet each objective per month, methods used to assess whether or not objectives are met, timeframe and person responsible for carrying out each activity. All awardees will be expected to submit an updated work plan in the frequency specified in the awardees Agreement.

4.7 EVALUATION PLAN

1. Successful applicants will evaluate the implementation of and measure outcomes of proposed activities. This will include monthly reporting on the strategies identified in proposed work plans. Evaluation activities may also include quantitative and qualitative assessments of service participation, and, where possible, increases in knowledge, intended behavior modification, or noted improvements in quality of life measures as a result of participation in the activities provided.
2. The evaluation must clearly articulate how the applicant will evaluate program activities. It is expected that evaluation activities will be implemented at the beginning of the program in order to capture and document actions contributing to program outcomes. The evaluation must be able to produce documented results that demonstrate whether and how the strategies and activities funded under the program made a difference in the improvement of community and primary health care. The evaluation should identify the expected result (e.g., a particular impact or outcome) for each major objective and activity and discuss the potential for replication.

4.8 BUDGET SUMMARY AND BUDGET NARRATIVE

1. The applicant shall submit a Proposed Budget Summary and Budget Narrative that must provide a breakdown and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Program

Description. All proposed costs for the project activities described in this RFA are required to be presented in a line-item budget format that is accompanied by a budget narrative that supports, justifies and clarifies the various line items. Justification for all cost items, contained in the Proposed Budget Summary must be described in a separate Budget Narrative. Only cost allocations under the terms of the RFA and applicable State cost principles shall be included in the line item budget. All requested costs must be reasonable and necessary.

2. All cost contained in the Budget Summary must be directly related to the services and activities proposed to be provided and identified in the RFA.
3. In narrative format, provide a narrative justification for each budget item shall be included with the response to this RFA. Applicants should demonstrate how the proposed expenditures relate to the activities in the work plan or how the proposed expenditures will improve progress towards project objectives.
4. Expenses directly related to the project and necessary for program implementation shall be included in the proposal.

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SECTION 5.0 EVALUATION AND AWARD

5.1 RECEIPT OF APPLICATIONS

Upon receipt, applications will be reviewed for compliance with the requirements in the RFA. Applications that are not complete, or that do not conform to or address the criteria of the program will be considered non-responsive and **may not be evaluated**.

Award of Grant funding will be based on available funding and evaluator scores. All final award amounts will be determined through negotiation.

5.2 HOW APPLICATIONS ARE SCORED

Responses will be independently evaluated based on the criteria and points scale indicated in the Point Structure below. The responses will be individually scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which services are sought by this RFA. The Agency reserves the right to have specific sections of the responses evaluated by less than three (3) individuals.

Point Structure

Points

| | |
|---|---|
| 0 | The component was not addressed. |
| 1 | The component contained significant deficiencies. |
| 2 | The component is below average. |
| 3 | The component is average. |
| 4 | The component is above average. |
| 5 | The component is excellent. |

Independent evaluators will use the Score Sheet below to assign points to all responses evaluated and designated as "responsive". Evaluations will be based on the components indicated in Section 4.0, Application Preparation Guidelines.

Score Sheet

| Evaluation Component | Maximum Points Possible | Score |
|--|-------------------------|-------|
| 1. Statement of Need | 25 | |
| 2. Provision of Services | 35 | |
| 3. Evaluation Plan | 30 | |
| 4. Budget Summary and Budget Narrative | 10 | |
| TOTAL POINTS AVAILABLE | 100 | |

5.3 NEGOTIATIONS

The Agency reserves the right to negotiate services and funding with applicants prior to the final offer of the Grant award.

5.4 POSTING OF AWARDS

Grant awardees will be notified in writing by the Agency.

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**ATTACHMENT A
REQUIRED STATEMENTS**

1) STATEMENT OF NO-INVOLVEMENT

I hereby certify my company had no prior involvement in performing a feasibility study of the implementation of the subject Grant, in drafting of the Request for Application or in developing the subject program.

Mark J. Woodard
Signature of Authorized Official

9/30/15
Date

2) NON-COLLUSION CERTIFICATION

I hereby certify that all persons, companies, or parties interested in the response as principals are named therein, that the response is made without collusion with any other person, persons, company, or parties submitting a response; that it is in all respects made in good faith; and as the signer of the response, I have authority to legally bind the vendor to the provision of this response.

Mark J. Woodard
Signature of Authorized Official

9/30/15
Date

3) ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

I hereby certify that, to the best of my knowledge, my company (including its subcontractors, subsidiaries and partners):

Please check the applicable paragraph below:

Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a Grant resulting from this Request for Application.

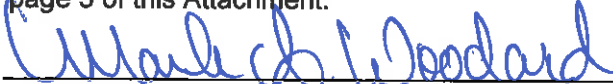
Has included information in its response to this Request for Application detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined in Section 2.0, Terms and Conditions.

Mark J. Woodard
Signature of Authorized Official

9/30/15
Date

4) CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my company (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous Contract prior to the end of the Contract with a State or the Federal government and has not had a Contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years, other than those listed on page 3 of this Attachment.



Signature of Authorized Official



Date

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5) LIST OF TERMINATED CONTRACTS

List the terminated Contracts in chronological order and provide a brief description (half-page or less) of the reason(s) for the termination. Additional pages may be submitted; however, no more than five (5) additional pages should be submitted in total.

The Agency is not responsible for confirming the accuracy of the information provided.

The Agency reserves the right within its sole discretion, to determine the vendor to be an irresponsible bidder based on any or all of the listed Contracts and therefore may reject the vendor's response.

Vendor's Name: N/A

Client's Name: _____

Term of Terminated Contract: _____

Description of Services: _____

Brief Summary of Reason(s) for Contract Termination: _____

Vendor's Name: N/A

Client's Name: _____

Term of Terminated Contract: _____

Description of Services: _____

Brief Summary of Reason(s) for Contract Termination: _____

Name and Title of Authorized Official

Charles H. Woodard

Signature of Authorized Official

9/30/15

Date

APPLICANTS ARE NOT AUTHORIZED TO MODIFY AND/OR MAKE CAVEAT STATEMENTS TO ATTACHMENT A, REQUIRED STATEMENTS. SUCH ACTIONS WILL RESULT IN REJECTION OF THE APPLICANT'S RESPONSE.

**ATTACHMENT B
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

| |
|--|
| Respondent Vendor Name: <u>Pinellas County Board of County Commissioners</u> |
| Vendor FEIN: <u>596000800</u> |
| Vendor's Authorized Representative Name and Title: <u>Mark Woodard, County Administrator</u> |
| Address: <u>315 Court St</u> |
| City: <u>Clearwater</u> State: <u>FL</u> Zip: <u>33765</u> |
| Telephone Number: _____ |
| Email Address: <u>mwoodard@pinellascounty.org</u> |

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" 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. 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.

| |
|--|
| Certified By: _____, who is authorized to sign on behalf of the above referenced company. |
| Authorized Signature: <u>Mark J. Woodard</u> |
| Print Name and Title: _____ |