



The Florida Legislature

OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY



Kara Collins-Gomez, Coordinator

Notice of Procurement June 30, 2026

Specific Appropriation 476 of the [2026 General Appropriations Act](#) directs OPPAGA to procure a vendor to evaluate Florida's AIDS Drug Assistance Program (ADAP). Please see the attached appropriation language for more information on the scope of the evaluation.

Qualifications

Qualified vendor teams must include, at a minimum, a qualified independent actuary and a certified public accountant with expertise in health insurance coverage and financing, pharmaceutical manufacturer pricing and rebate arrangements, and health care financial analysis. Such individuals must be independent of the Florida Department of Health and may not be affiliated with any entity currently contracting with the department related to the ADAP program.

Submittal Information

OPPAGA anticipates making a recommendation to the Legislature on or before August 3, 2026. Submitted proposals must be provided electronically to oppagaprocurement@oppaga.fl.gov.

Award Process

OPPAGA will negotiate with vendors as proposals are received and will recommend contracting with the vendor it comes to final terms with first. OPPAGA's recommendation is subject to final approval by designees of the Florida Legislature.

Notice of Intent

Vendors interested in submitting a proposal for this procurement are requested to submit a notice of intent to oppagaprocurement@oppaga.fl.gov.

Questions

Please direct all questions to Janet Tashner, General Counsel, (850) 717-0526.

Specific Appropriation 476

OPPAGA AIDS Drug Assistance Program (ADAP) Evaluation

From the funds in Specific Appropriation 476, the Department of Health shall enter into a data sharing agreement with the Office of Program Policy Analysis and Government Accountability (OPPAGA) and any vendor selected by OPPAGA to conduct an evaluation of the AIDS Drug Assistance Program (ADAP). The vendor selected by OPPAGA must include, at a minimum, an actuary and a certified public accountant with expertise in health insurance coverage and financing, pharmaceutical manufacturer pricing and rebate arrangements, and health care financial analysis. Such individuals must be independent of the Department of Health and may not be affiliated with any entity currently contracting with the department related to the ADAP program.

The department shall cooperate fully with OPPAGA and any selected vendor and shall provide access to all data, records, contracts, financial information, expenditure and budget authority data, rebate collections and reconciliations, prescription drug utilization data, formulary management practices, pharmaceutical manufacturer agreements, direct-dispense and insurance assistance program information, enrollment and eligibility data, actuarial information, procurement documents, and any other operational, financial, actuarial, or contractual information necessary to conduct a comprehensive review and analysis of the ADAP program.

The evaluation must include an assessment of the historical operation of ADAP, including the factors that led to programmatic changes implemented in March 2026, and recommendations to strengthen the fiscal sustainability and cost-effectiveness of the program. At a minimum, the evaluation must include:

1. The program's historical and projected capacity to maintain enrollment and core services within existing state appropriations and federal Ryan White Part B grant funding;
2. Strategies to maximize drug manufacturer rebates and identify alternative revenue generation or cost-containment strategies to ensure long-term program stability;
3. The fiscal impact, cost-effectiveness, and structural outcomes of utilizing separate formularies and differing eligibility parameters for uninsured populations receiving direct-dispense medications and insured populations receiving copay, deductible, or premium assistance;
4. A review of participant clinical outcomes, including viral load monitoring metrics and viral suppression rates by insurance status and demographic category; and
5. An evaluation of best practices and program designs implemented by other states, including eligibility standards, benefit design, cost-sharing or premium assistance structures, formulary management, utilization management strategies, drug pricing and rebate arrangements, coordination with Medicaid and Marketplace coverage, and approaches to controlling pharmaceutical and administrative costs.
6. Recommendations and nationally recognized best practices, including guidance developed by the National Alliance of State and Territorial AIDS Directors (NASTAD), related to maximizing prescription drug discounts, rebates, program income opportunities under the 340B Drug Pricing Program, and pharmaceutical manufacturer agreements in order to strengthen the fiscal sustainability and cost-effectiveness of ADAP, including insurance assistance components, while supporting broader Ryan White HIV/AIDS Program Part B service delivery, health equity initiatives, and statewide HIV epidemic response efforts.

OPPAGA shall submit a final evaluation no later than **January 31, 2027**, to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The evaluation must include, at a minimum, three restructuring options for the AIDS Drug Assistance Program (ADAP), including at least one option that may be implemented administratively without statutory change. For each option, OPPAGA shall identify projected enrollment impacts, including the estimated number of individuals who may gain, maintain, or lose access to services or medications; estimated state and federal fiscal impacts, including projected savings, cost avoidance, rebate maximization opportunities, and long-term sustainability considerations; operational, actuarial, and policy implications; impacts on medication access, continuity of care, viral suppression outcomes, and health equity; and any associated risks, tradeoffs, or implementation challenges. The evaluation must also include recommended implementation timelines and identify any required administrative, contractual, regulatory, budgetary, or statutory changes necessary to implement each option.

Contract for Consulting Services Reply Documents

Contract No. OP2601:

AIDS Drug Assistance Program Evaluation

Refer to Schedule A and B of Contract OP2601 for Scope of Work and Deliverables

Please provide the following information in your reply:

I. Information Cover Sheet

A completed and signed Respondent's Information Coversheet (**Appendix A**). This document must be signed by an individual responsible for the organization's response and authorized to negotiate for the organization during the negotiation process, including binding signature authority.

II. Warranties Certifications (Appendix B)

III. Non-Collusion Statement (Appendix C)

IV. Disclosure Information (Appendix D)

V. Conflicts Statement (Appendix E)

The Consultant must complete Appendix E listing any and all personal or contractual relationships that exist or have existed within the last **three (3) years**, between the Consultant, subcontractors and their predecessor organization, with **the Florida Department of Health and Florida's AIDS Drug Assistance Program**. The form must be signed by an individual authorized to legally bind the Consultant.

Not every prior or existing contractual relationship will constitute a conflict, but the Consultant must include sufficient description of the personal or contractual relationship(s) to enable the Legislature to determine whether a conflict exists. OPPAGA, in its sole discretion, will make the final determination regarding the existence of a conflict of interest.

VI. Corporate Capabilities

This portion of the Reply should describe the Consultant's organizational experience with similar projects and demonstrate its understanding of the nature of analysis required for this project by providing the information detailed below. This section describes information requested about the Consultant's firm experience. (Consultant's individual team members' experience is addressed in Section VII.)

This portion of the Reply must include the items below.

- A description of the **current and past experience** the Consultant has that is comparable to the effort required in this project.
- A description of the Consultant organization's **internal product quality**

assurance system and the name, title and contact information for their quality assurance manager who can provide additional information.

- **Business references (Appendix F)** for three (3) engagements undertaken by the Consultant organization within the past five (5) years that were *evaluations* of comparable size and complexity to the requirements of this project. For each business reference listed, the Consultant should identify the nature of the services provided, and the **name, title, mailing address, email address, and telephone number** of persons OPPAGA may contact to verify organizational experience. Consultants shall complete the References Form in **Appendix F** to this Request to provide the contact information for its references. **Do not list OPPAGA as a reference.**

VII. Project Staffing and Organization

In this portion of the Reply, the Consultant must describe the qualifications of all individuals who will be assigned to the project. The Reply must include each individual's **experience and knowledge** to perform the Schedule A, Research Tasks and Subtasks (Research Tasks and Subtasks) they will be assigned related to the Scope of Work and Deliverables.

Required attributes of team members include:

Qualified vendor teams must include, at a minimum, a qualified independent actuary and a certified public accountant with expertise in health insurance coverage and financing, pharmaceutical manufacturer pricing and rebate arrangements, and health care financial analysis. Such individuals must be independent of the Florida Department of Health and may not be affiliated with any entity currently contracting with the department related to the ADAP program.

This portion of the Reply must include the items below.

- An **organizational chart** for this project that covers the personnel assigned, including identification of subcontractors.
- The total number of **project hours** broken out by each individual assigned to the project. The hours devoted to the project must ensure that the Consultant's proposed methodology to produce each deliverable can be successfully implemented in a timely manner.
- Identification of the individual assigned as day-to-day **project manager** and a description of that individual's prior project leadership experience including any recent, significant experience similar to the scope and complexity of this project.
- Each team member's specific **role** on the project and the Research Tasks and Subtasks they will perform and their specific **related experience** in projects similar to this project.

Once individual team members are identified and accepted by OPPAGA, no changes to the staff, roles, or hours will be permitted without prior approval from OPPAGA.

VIII. Proposed Methodology and Work Plan

The proposed methodology section of the Reply is critical to demonstrating the Consultant's knowledge, experience, and understanding of the Scope of Services requested. In this portion of the Reply, the Consultant must provide a detailed description of the proposed methodologies that will be employed to gather information and conduct the necessary analyses for this review. The Consultant's Reply must state that it will provide all services outlined and meet all requirements provided in Scope of Services of this Solicitation.

This portion of the Reply also must include the information below.

- The specific **methods**, such as surveys, interviews, focus groups, cost-benefit analyses, that will be used.
- The **primary data** that will be evaluated and the sources of the data.
- The methods that will be used to ensure the **completeness, accuracy, and reliability** of the data analyzed in the project.
- Any external and internal **benchmarks/standards** that will be used.
- Any **statistical analyses** and analytical tools, such as Excel, SPSS and SAS, that will be used.
- The methods that will be used to receive and incorporate **feedback** regarding the information in project deliverables, including statements, exhibits, conclusions, and findings.

Required Work Plan

In this portion of the Reply, the Consultant must describe the work that will be performed to gather and analyze information for the project. The Work Plan must describe the progression of project work and project milestones, including an estimate of the hours to be allocated to the various deliverables. The Work Plan should be consistent with Consultant's proposed team structure, anticipated roles, and project assignments described in response to Section VII.

This portion of the Reply must, at a minimum, include the items below.

- A detailed, well-edited, description of all fieldwork and analyses (e.g., interviews, data analyses, etc.) that will be undertaken to address **each Research Task and Subtasks** listed in Schedule A, Scope of Work, the dates and duration of any planned site visits, and the relationship of the Research Tasks and Subtasks to the completion of required deliverables.
- The **individual(s) assigned** to each Research Task and Subtasks.
- The **completion dates** for each Research Task and Subtasks.

IX. Financial Reply (Appendix G)

In this portion of the Reply, the Consultant must provide the total cost of the project. The cost submitted must be fixed and all-inclusive for meeting the requirements of this project and completing all services described in the Consultant's Reply. The Florida Legislature will not pay for travel costs.

The Consultant must utilize the Financial Reply included in Appendix G. The Consultant must complete each field of the Financial Reply, Appendix G. (The Consultant may use electronic means to complete the form.)

X. Certification of Minimum Requirements (Appendix H)

XI. Documentation of Qualifications (Appendix I)

In this portion of the Reply, the Consultant must provide documentation that the team includes an independent certified public actuary in a related subject area and cpa with expertise in health insurance coverage and financing, pharmaceutical manufacturer pricing and rebate arrangements, and health care financial analysis.

**Appendix A
Information Cover Sheet**

**OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY
State of Florida Legislature**

***AIDS Drug Assistance Program Evaluation
OP2601***

Company (Consultant) Name:

Company Type (Corporation, LLC, etc.):

Principal Address:

City: State: Zip Code:

FEID No.: Website URL:

Project Manager:

Project Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Contract Manager:

Contract Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Legal Notice Contact Name:

Address:

City: State: Zip Code:

Email Address: Telephone No.:

**CONSULTANT AGREES TO THE TERMS OF CONTRACT OP2601 THROUGH
SUBMISSION OF THIS PROPOSAL AND SIGNATURE BELOW**

Authorized Representative: _____
(Name of Owner or Authorized Corporate Officer/Title)

Signature: _____
(Owner or Authorized Corporate Officer)

Appendix B
Warranties Certifications

- The Consultant is registered to do business in the State of Florida with the Florida Department of State, Division of Corporations.
- The Consultant or any other organization associated with the Reply is not currently under suspension or debarment by the State or any other governmental authority.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this Reply are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

Name of Consultant_____

Signature_____

Printed or Typed Name_____

Appendix C
Non-Collusion Statement

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Reply and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Reply including, but not limited to, certification requirements.

Organization: _____

Signature: _____

(Authorized Officer)

Name: _____

(Printed or typed name)

Appendix D
Disclosure Information

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent or lobbyist who is/was a current or former member, officer or employee of the Florida Legislature or any of its units and was, is, or will be significantly involved in preparing or approving the services in this proposed contract, representing the interests of the organization regarding this proposed contract, or doing the work covered under this proposed contract.

Name: _____ Title: _____

Name: _____ Title: _____

That the following identified current or former member or employee of the Florida Legislature owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

Name of Consultant: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

Appendix E
Conflicts Information

List all personal or contractual relationships that exist or have existed within the last three (3) years, between the Consultant, subcontractors, and their predecessor organizations, with **the Florida Department of Health or the AIDS Drug Assistance Program** in the **State of Florida**:

If none, check here _____

Name of Consultant: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

Appendix F
References

Do not list OPPAGA as a reference

Client 1: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 2: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 3: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Appendix G Financial Reply

For all individuals that will perform work, provide below, the name of the individual, job title, role on the project, assigned tasks and subtasks, and estimated hours devoted to the project.

Name	Job Title	Project Role	Tasks & Subtasks	Hours
TOTAL HOURS				

TOTAL PROJECT COST (EXCLUDING OPTIONAL BRIEFINGS AND PRESENTATIONS)

DELIVERABLE	DESCRIPTION	FIXED COST %	INVOICE AMOUNT
Deliverable #3	Report Outline	25%	
Deliverable #4	Draft Report	25%	
Deliverable #5	Final Report	50%	
DELIVERABLE-BASED FIXED COST			

OPTIONAL DELIVERABLES

OPTIONAL BRIEFINGS-DELIVERABLE #6a	
Cost per briefing	\$
TOTAL NOT TO EXCEED COST (4 Briefings) \$	
OPTIONAL PRESENTATIONS-DELIVERABLE #6b	
Cost per presentation	\$
TOTAL NOT TO EXCEED COST (2 Presentations) \$	
TOTAL NOT TO EXCEED COST OF ALL OPTIONAL DELIVERABLES \$	

MAXIMUM TOTAL \$

Appendix H
Certification of Minimum Requirements

The Consultant must complete the certification by putting an "X" in the appropriate box.

Minimum Requirements	Yes	No
Qualified Independent Actuary in related subject area		
Certified Public Accountant with expertise in health insurance coverage and financing, pharmaceutical manufacturer pricing and rebate arrangements, and health care financial analysis		
Consultant asserts that it shall complete each task and subtask outlined in Schedule A, Scope of Work		
Consultant asserts that it shall meet the requirements and deadlines for each deliverable as identified in Schedule B.		

I hereby certify that the entity meets the Minimum Requirements as stated above.

By: _____

Date: _____

Appendix I
Documentation of Qualifications

Contract for Consulting Services
AIDS Drug Assistance Program Evaluation
Contract Number OP2601

This Contract is between the Florida Legislature (Legislature) on behalf of the Office of Program Policy Analysis and Government Accountability (OPPAGA) and <Company Name>, a <state registered> <business type: corporation, partnership, LLC, etc.> registered to do business in Florida, with a principal address of <address of Consultant> (Consultant) (collectively, the “Parties”). An OPPAGA designee shall act as the Legislature’s Contract Manager (LCM).

The purpose of this Contract is to acquire the services of an independent consulting firm to fulfill the requirements of **Specific Appropriation** 476 of the 2026 General Appropriations Act. The Legislature requires a Consultant to **evaluate Florida’s AIDS Drug Assistance Program (ADAP)**, more fully described in the attached Scope of Work, Schedule A, and Deliverables, Schedule B.

1. Contract Documents

This Contract between the Legislature and the Consultant is comprised of this document and the following documents that are integrated into and made part hereof. If there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Schedules and Appendices, the conflicting provisions will be given the following precedence:

1. Contract for Consulting Services and attachments, including
 - i. Appendix I: Florida Legislature Payment Policy, Joint Policies and Procedures of the Presiding Officers
 - ii. Appendix II: Memorandum of Understanding Between the Florida Department of Health and Office of Program Policy Analysis and Government Accountability
 - iii. Schedule A: Scope of Work
 - iv. Schedule B: Deliverables
2. Consultant(s) submitted quote and proposal dated <date of Consultant’s quote>

2. Consultant Services and Deliverables

The Consultant Services include the services described in Schedule A and deliverables described in Schedule B. The Consultant agrees that the designated members of its proposed team shall continue to be the members of this project team for the duration of this Contract, unless the Consultant requests, and the LCM approves a substitution of another team member to this Contract in writing. The Consultant will designate a Project Manager to act as the project team lead to coordinate with the LCM. The Project Manager for this Contract is <name, title, address, email, phone>.

3. Term

The Contract shall become effective upon execution and shall continue in effect until **July 1, 2027**, unless terminated, amended, or extended before that date according to the provisions herein.

4. Consideration

In consideration of the performance of the services described in this Contract, the Legislature agrees to pay and the Consultant agrees to accept a deliverable-based fixed total payment of **< \$X >** representing the Fixed Cost, except as otherwise provided herein, in full settlement for the work of **Deliverables 1-5** described in this Contract. This sum shall be payable upon receipt and approval of deliverables, as described in Schedule B and the schedule below. *The payment schedule below supersedes any payment terms contained in the attachments to this Contract.*

In consideration of the performance of the optional deliverable services performed in this Contract, the Legislature agrees to pay, and the Consultant agrees to accept a fixed total payment as described in Schedule B and the schedule below. OPPAGA will notify the Consultant in writing whether and how many optional **Deliverable 6a** and **7b** appearances will be required. Once the optional deliverables are approved in writing and the Consultant has satisfactorily performed the deliverable, the Consultant will submit an invoice for payment in addition to the deliverable-based fixed cost described above, in accordance with the schedule below, not to exceed **\$X**, in additional costs.

PAID DELIVERABLES	DESCRIPTION	DUE DATE	INVOICE AMOUNT
Deliverable #3	Report Outline	December 16, 2026	
Deliverable #4	Draft Report	January 8, 2027	
Deliverable #5	Final Report	January 22, 2027	
Deliverable-based Fixed Cost			
Optional Deliverable #6a	Legislative Briefings: Maximum of 4 calls	Prior to June 30, 2027	<\$x each > <no more than \$x total for four>
Optional Deliverable #6b	Legislative Testimony: Maximum of 2 appearances	Prior to June 30, 2027	<\$x each> <no more than \$x total for two>
Total Not to Exceed Cost of All Optional Deliverables			
Maximum Total			

5. Time is of the Essence

The Parties agree that time is of the essence in the completion and performance of the Consultant's duties and obligations hereunder. The Consultant must notify the LCM within 48 hours if an entity refuses to provide requested information or is otherwise nonresponsive to the Consultant's information requests.

6. Termination for Convenience

The Legislature may terminate the Contract, in whole or in part, upon written notice to the Consultant. The Legislature shall reimburse the Consultant for fees and costs actually incurred for authorized services satisfactorily performed prior to the notice of termination.

7. Termination for Cause and Remedies of the Legislature

Any one or more of the following events shall constitute an Event of Default on the part of the Consultant.

- a. Consultant fails to provide the Consultant Services as required under the Contract;
- b. Consultant discontinues the performance of the work required under the Contract;
- c. Consultant fails to promptly pay any and all taxes or assessments imposed by and legally due to any state or federal government;
- d. Consultant makes or has made a material misrepresentation or omission in any materials provided to the Legislature;
- e. Consultant commits any material breach of the Contract; or
- f. Consultant refuses to allow public access to all documents, papers, letters, or other material after a determination by OPPAGA that certain records are public record, pursuant to section 25 contained herein.

Upon the occurrence of an Event of Default on the part of the Consultant, the Legislature is entitled to one or more of the following remedies:

- a. Equitable Relief
- b. Monetary Damages (including any re-procurement costs)
- c. Termination of Contract

8. Choice of Law and Venue

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the Parties waive any right to jury trial.

9. Availability of Funds

The performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for the purpose of the services specified.

10. Payment Terms

Payment will be made after receipt of a correct invoice from the Consultant and approval by the Legislature in accordance with Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers, attached hereto and incorporated herein as Appendix I. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will not be presented for any Deliverable until the Consultant completes all terms of the Deliverable and receives the written approval of the Deliverable by the LCM. Acceptance of

Deliverables will be dependent upon the Consultant's demonstration that the Consultant has incorporated the LCM's comments and edits through resubmission of the Deliverable to the LCM and written approval of the Deliverable by the LCM. Deliverable resubmissions are due to the LCM within 48 hours of receiving the LCM's comments and edits.

OPPAGA shall be billed upon completion and written acceptance by the LCM of the Deliverables below, as identified in Schedule B.

DELIVERABLE	PAYMENT AMOUNT
#4 Report Outline	25% fixed cost
#5 Draft Report	25% fixed cost
#6 Final Report	50% fixed cost

11. Florida Substitute Form W-9

A completed Substitute Form W-9 is required from Consultants doing business with the State of Florida. The Consultant must register as a vendor with the State of Florida, Department of Financial Services. The registration and requirements for registering and submitting electronically a Substitute Form W-9 are available at <http://flvendor.myfloridacfo.com>.

12. Project Timeline

DATE	DELIVERABLE
Begin no later than August 19, 2026	#1 Project Commencement
Begin no later than September 1, 2026	#3 Biweekly Updates
December 16, 2026	#4 Report Outline
January 8, 2027	#5 Draft Report
January 22, 2027	#6 Final Report
Prior to June 30, 2027	#7a and 7b Optional Deliverables

13. Performance Guarantee

The Parties agree that time is of the essence in the performance of services in this Contract. Any delay in the performance of the Deliverables as contained in the Contract can have a negative impact on the activities and functions of the Legislature. The Consultant acknowledges that untimely performance will damage the Legislature but by their nature, such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interest to agree upon a reasonable amount of damages that are not intended to be a penalty but are solely intended to compensate for unknown and unascertainable damages and serve as a guarantee of the performance by the Consultant. The LCM may waive the payment of any performance guarantee.

- If the Consultant fails to submit **any Deliverable** in accordance with the dates in paragraph 12, or submits a Deliverable deemed incomplete by the LCM, it shall pay

\$1,000 for every calendar day until the Deliverable is acknowledged as received by the LCM. Any Deliverable received after **6PM** Eastern Time on the Deliverable due date will be considered late unless an alternate Deliverable schedule was previously agreed upon in writing by the LCM and the Consultant.

- If the Consultant fails to submit a Deliverable resubmission within **48 hours** of receiving the LCM's comments and edits in accordance with paragraph 10, it shall pay **\$1,000** for every calendar day until the Deliverable is resubmitted unless an alternative Deliverable resubmission schedule was agreed upon in writing.

Notwithstanding anything to the contrary, the Consultant will not be assessed any performance guarantee to the extent any such delays in the above-noted Deliverables is due to the acts or omissions of the Legislature or Force Majeure, which includes natural disasters like hurricanes, floods, or other "acts of God," war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, curtailment of transportation facilities preventing or delaying travel, or other emergency beyond the Parties' control.

14. Insurance

The Consultant shall not commence any work in connection with this Contract until it has obtained all of the appropriate insurance coverage to adequately protect the Legislature from any and all liability and property damage hazards which may result from the performance of the Contract, including errors and omissions insurance for the willful or negligent acts or omissions of any officers, employees, or agents of the Consultant. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant providing such insurance. Upon request, the Consultant shall furnish the Legislature with an insurance certificate, demonstrating that all of the appropriate coverages are fully in effect.

15. Indemnification

The Parties agree that the Consultant shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless the Legislature and its officers, agents, and employees from suits, actions, damages and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by, but only to the extent attributable to, the Consultant, its agents, employees, partners or subcontractors to the fullest extent allowed by Florida law.

16. Limitation of Liability

Neither the Legislature nor the Consultant is liable to each other for special, indirect, punitive, or consequential damages, even if the party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Legislature may, in addition to other remedies available to it at law or in equity and upon notice to the Consultant, retain such monies from amounts due to the Consultant as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Legislature

may set off any liability or other obligation of the Consultant under any contract with the Legislature.

17. Subcontractors or Third-Party Contractors

This Contract was premised upon the evaluation and the reliance of the Florida Legislature on the Consultant, its proposed staffing and expertise for this Contract, including its subcontractors, through a competitive solicitation process. Therefore, this Contract, or any portion thereof, shall not be assigned or further subcontracted without the prior written approval of the LCM. However, no subcontract shall, under any circumstances, relieve the Consultant of its liability and obligation under this Contract, and despite any such subcontract, the Florida Legislature shall conduct its business through the Consultant, who shall retain the legal responsibility for performing the Consultant's obligations, including payments to its subcontractors.

18. Representations

Consultant understands that any misstatements or lack of candor by the Consultant about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of the Consultant's services by the Legislature. The Consultant represents further that it has had the opportunity to seek counsel and is not under duress from the Legislature or any other person.

19. Taxes

The Legislature does not pay any state or federal taxes and all fees are exclusive of any taxes.

20. Waivers

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

21. Prohibition Against Assignment

This Contract may not be assigned by the Consultant, in whole or in part, except by prior written authorization by the LCM.

22. Warranties

The Consultant warrants that all information furnished to the Legislature by the Consultant in connection with this Contract is to the best of the Consultant's knowledge and belief true, accurate, and complete, and does not omit any material facts, the omission of which would be misleading. The Consultant understands that any misstatements or lack of candor by the Consultant about the qualifications or availability of it or its personnel constitutes a breach of the Contract and may be grounds for immediate termination of the Consultant's services by the Legislature. The Consultant represents further that it is freely entering into this Contract of its own volition, has had sufficient opportunity to seek and consult with counsel and is not under duress from the Legislature or any other person.

The Consultant warrants that its personnel are qualified and possesses the requisite skills, knowledge, and experience to provide the Services as stated in this Contract and the Scope of Work. The Consultant shall ensure that its personnel devote such time and effort to the performance of the Services as may be necessary to satisfactorily complete the Services as authorized herein. The Consultant warrants that its performance of any other services during the term of the Contract will not interfere with the faithful and timely performance of this Contract, and the Consultant warrants that it shall not undertake any other obligation or restriction that would interfere with its duties under this Contract. The Consultant warrants that neither it nor its personnel have any conflict of interest as described in ss. 112.312(8) and 112.313(7), *Florida Statutes*.

The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the Convicted Vendor List maintained pursuant to s. 287.133, *Florida Statutes*, Suspended Vendor List maintained pursuant to s. 287.1351, F.S., Discriminatory Vendor List maintained pursuant to s. 287.134, F.S., or on any other similar list maintained by any state or the federal government. The Consultant shall immediately notify the Legislature in writing if its ability to perform is compromised in any manner during the term of the Contract. The Consultant warrants that it has the requisite power and authority to enter into and perform the Contract without the need to seek any further approvals or authorizations.

The Consultant warrants that the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Consultant warrants that it shall use reasonable endeavors to maintain continuity in its personnel engaged to provide the Services.

The Consultant will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, viruses, spyware, backdoors or other deleterious components. The Consultant warrants that it possesses or has obtained (or will obtain at the Consultant's expense) all necessary rights and licenses to provide the Services in accordance with the Contract and to convey to the Legislature any ownership rights, usage rights, and licenses, as applicable, free from any claims of infringement, misappropriation, or violation of another party's intellectual or industrial property rights.

The Consultant and its personnel shall work with and cooperate with the Legislature's Contract Manager, personnel, and/or Consultants where required and shall provide the Services in accordance with the reasonable direction provided by the Legislature in order to minimize disruption to the Legislature's operations. The Consultant and its personnel will obey all pertinent rules and regulations communicated to it by the Legislature.

23. Notices

All legal or other notices and other communications required or permitted to be given under this

Contract, other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or sent via confirmed facsimile or electronic mail, addressed to the respective Parties as follows:

To Legislature: OPPAGA, Coordinator
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA Contract Manager, **OP2601**
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA, General Counsel
P.O. Box 1475
Tallahassee, FL 32399-1475

To Consultant: **<Legal Notices Designee for Consultant>**
< Address>
< Email>

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

24. Contract Manager

The Contract Manager on behalf of the Legislature is **Wendy Scott, Staff Director**, scott.wendy@oppaga.fl.gov, 111 W. Madison Street, Suite 312, P.O. Box 1475 Tallahassee, FL 32399-1475. The Contract Manager on behalf of the Consultant is **<Consultant name, title, and mailing address and email address>**. All written and verbal approvals referenced in the Contract must be obtained from the Parties' contract managers or their designees, and all notices must be given to the Parties' contract manager.

25. Working Papers and Public Records

All records made or received by the Consultant as working papers, including drafts, or final products in conjunction with this Contract shall become the property of the Florida Legislature, OPPAGA. The Consultant is expressly prohibited from sourcing material from these records for any purpose other than as directed or approved by the LCM. The Consultant will destroy confidential or sensitive project information no later than 3 years after the project completion unless otherwise required in writing by the LCM. Upon the destruction of working papers, the Consultant will provide notice to OPPAGA of the destruction date and a list of all working papers destroyed.

Other records may be public records available for inspection by the public in accordance with the provisions of s. 24, Article I of the Florida Constitution, and s. 11.0431, *Florida Statutes*. Pursuant to s. 11.51(4), *Florida Statutes*, OPPAGA work papers are exempt from s. 24(a), Article I of the Florida Constitution. If the Consultant receives a request for public records, the Consultant shall

immediately notify the LCM of the request and shall coordinate the response with the LCM. In order to assure that records subject to any exemption are not disclosed, the Consultant shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the LCM. The provisions of s. 11.0431, *Florida Statutes*, Ch. 119, *Florida Statutes*, and other applicable state and federal laws will govern disclosure of any confidential or exempt information.

26. Confidential Information Requests

Consultant agrees to take all appropriate, administrative, physical, and technical safeguards to protect all data accessed, processed, stored, or transmitted in connection with the services provided under this Contract as defined by applicable data protection laws and as outlined by the terms and conditions of the Memorandum of Understanding between the Florida Department of Health (DOH) and OPPAGA attached and incorporated herein as Appendix II. The Consultant will use the data provided to it only for the purposes of performing its obligations under this Contract. The Consultant will not publish, transmit, release, or disclose this information to any other person without the LCM's prior written consent.

The Consultant may also obtain access to confidential or exempt information pursuant to the services provided under this Contract, including, but not limited to, protected health information (PHI). Except as necessary to fulfill the terms of this Contract and with the permission of the LCM, the Consultant shall not divulge to any third parties, regardless of affiliation with the Consultant, any confidential or exempt information obtained by the Consultant or its agents, employees, partners, or subcontractors in the course of performing the services pursuant to this Contract, including, but not limited to, PHI, or any other information considered confidential and/or exempt under the provisions of s. 11.0431, *Florida Statutes* or Ch. 119, *Florida Statutes*.

The Consultant agrees to abide by all applicable security procedures and policies of OPPAGA that are communicated to it by the LCM. The Consultant, including any of its agents, employees, partners, or subcontractors, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or on any personal or Consultant-supplied computer or peripheral device with the capacity to hold information, except upon written consent of the LCM. At all times, the Consultant shall abide by State and Federal laws concerning the storage of PHI and personal identifying information. Failure to strictly comply with this provision shall constitute a breach of contract.

The Consultant acknowledges and agrees to contractually bind its agents, employees, partners, or subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Contract. Accordingly, if the Consultant's agents, employees, partners, or subcontractors providing services under the terms of this Contract have access, in whatever form or function, to confidential data, the Consultant will ensure that any such individuals sign a confidentiality agreement, prior to any such activity or access. This agreement must contain provisions regarding nondisclosure of confidential data. The Consultant may only disclose confidential data to its agents, employees, partners, or subcontractors who have a need to know this information in order to perform their duties under this Contract and only to the extent that it is necessary.

Regardless of the form of any formal agreement that the Consultant has signed with its agents, employees, partners, or subcontractors, the Consultant will retain liability for all breaches of this Contract and for negligent acts or omissions and/or unauthorized use or disclosure of the confidential data by its agents, employees, partners, or subcontractors.

Consultant agrees to indemnify, defend, and hold harmless OPPAGA and the Florida Legislature against all claims, damages, liabilities, costs, and expenses arising out of or related to any data breach, unauthorized access, or disclosure of confidential information resulting from the Consultant's acts, omissions, negligence, or failure to comply with applicable data protection laws or contractual obligations. This obligation shall survive the termination or expiration of this Contract.

27. Security Breaches/Inappropriate Data Access

The Consultant shall notify the LCM in writing of any disclosure of unsecured confidential information obtained by the Consultant, its agents, employees, partners, or subcontractors which is not in compliance with the terms of the Contract (of which the Consultant becomes aware). The Consultant also shall report to the LCM any Security Incidents of which it becomes aware, including those incidents reported to the Consultant by its agents, employees, partners, or subcontractors, or any other individuals to whom the Consultant exposes confidential information obtained under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the data provided to the Consultant pursuant to the services rendered under this Contract in the Consultant's possession; however, random attempts at access shall not be considered a Security Incident. Any Security Incident shall be immediately reported to the LCM upon knowledge by the Consultant (no less than four hours from the discovery of the Security Incident) and may result in termination of this Contract. The Consultant's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Consultant has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Consultant has taken or shall take to prevent future similar unauthorized use or disclosure. In the event of any impermissible disclosure, loss, or destruction of the data provided to the Consultant under this Contract, the Consultant shall take all reasonable steps to mitigate any potential harm or further disclosure, loss, or destruction of such information.

In the event of a breach of security concerning confidential personal information involved with this Contract, the Consultant shall comply with s. 501.171, *Florida Statutes*. When notification to affected persons is required under this section of the statute, the Consultant shall provide that notification, but only after receipt of the LCM's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the Consultant does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the Consultant's obligations under this Contract or is not subject to further unauthorized use.

28. Other Conditions

Consultant shall not publish, release, or present to any third party any information, findings, or recommendations concerning work done or information gained under this Contract without approval by the Florida Legislature through its Contract Managers. All contacts by media concerning work done or information gained under this Contract shall be referred to the LCM for response.

29. Entire Contract

This Contract constitutes the entire understanding of the Parties and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both Parties. However, reasonable changes to the deliverables due dates may occur upon written request and justification by the Consultant and written approval by the LCM or the LCM's delegate.

30. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to the Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

The Florida Legislature:

The Florida Senate:

By: _____

Ben Albritton, President

Date: _____

The Florida House of Representatives:

By: _____

Daniel Perez, Speaker

Date: _____

Consultant:

By: _____

(Print Name)

Title: _____

(Print title)

Date: _____

APPENDIX I

Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers

3.5 INVOICE PROCESSING PROCEDURE

The Finance & Accounting Office will perform the following actions on each invoice:

- (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid;
- (2) Record information into the State's accounting system; and
- (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation.

3.5.1 INVOICE PROCESSING TIME LIMITS

- (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice.
- (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof.
- (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments.
- (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.

APPENDIX II
MEMORANDUM OF UNDERSTANDING
BETWEEN

Florida Department of Health
Office of Program Policy Analysis and Government Accountability
RE: AIDS Drug Assistance Program Evaluation

I. Parties

The parties to this Memorandum of Understanding (MOU) are the Florida Department of Health (DOH) and Office of Program Policy Analysis and Government Accountability (OPPAGA) on behalf of the Consultant to be hired by OPPAGA to evaluate the AIDS Drug Assistance Program (ADAP), referred to herein as the Parties.

II. Purpose

DOH oversees ADAP.

Per proviso language in Ch. X *Laws of Florida* (2026 General Appropriations Act), OPPAGA must contract with a Consultant to evaluate ADAP. The evaluation must include an assessment of the historical operation of ADAP, including the factors that led to programmatic changes implemented in March 2026, and recommendations to strengthen the fiscal sustainability and cost-effectiveness of the program. At a minimum, the evaluation must include the following.

1. The program's historical and projected capacity to maintain enrollment and core services within existing state appropriations and federal Ryan White Part B grant funding
2. Strategies to maximize drug manufacturer rebates and identify alternative revenue generation or cost-containment strategies to ensure long-term program stability
3. The fiscal impact, cost-effectiveness, and structural outcomes of utilizing separate formularies and differing eligibility parameters for uninsured populations receiving direct-dispense medications and insured populations receiving copay, deductible, or premium assistance
4. A review of participant clinical outcomes, including viral load monitoring metrics and viral suppression rates by insurance status and demographic category
5. An evaluation of best practices and program designs implemented by other states, including eligibility standards, benefit design, cost-sharing or premium assistance structures, formulary management, utilization management strategies, drug pricing and rebate arrangements, coordination with Medicaid and Marketplace coverage, and approaches to controlling pharmaceutical and administrative costs.
6. Recommendations and nationally recognized best practices, including guidance developed by the National Alliance of State and Territorial AIDS Directors, related

to maximizing prescription drug discounts, rebates, program income opportunities under the 340B Drug Pricing Program, and pharmaceutical manufacturer agreements in order to strengthen the fiscal sustainability and cost-effectiveness of ADAP, including insurance assistance components, while supporting broader Ryan White HIV/AIDS Program Part B service delivery, health equity initiatives, and statewide HIV epidemic response efforts

The Specific Appropriations section further requires DOH to provide data to support this evaluation under a data sharing agreement.

III. Authority for Data Sharing

DOH may disclose protected data when required by law under 45 CFR 164.512. Proviso language in the 2026 General Appropriations Act directs DOH to release data to OPPAGA and its Consultant.

OPPAGA is a joint office of the Florida Legislature that conducts research at the Legislature's direction. The Legislature oversees and funds ADAP and has determined that certain protected data must be disclosed for to evaluate the program.

Under the authority of s. [11.51\(4\)](#), *Florida Statutes*, OPPAGA is authorized to examine all entities and records listed in s. [11.45\(3\)](#), *Florida Statutes*, which includes any governmental entity created or established by law as well as that entity's information technology programs, activities, functions, or systems. Section [119.07\(6\)](#), *Florida Statutes*, further expresses that OPPAGA shall be permitted access to any record regardless of express public records exemptions or special laws when the information is needed for properly authorized audit, examination, or investigation. The provision obligates OPPAGA to maintain the exempt or confidential status of such records.

OPPAGA agrees to include this MOU as a term in the Consultant contract to ensure that the consultant adheres to the same data restrictions and conditions that apply in this MOU.

IV. Data to Be Shared

DOH will provide the Consultant with information based on electronic information requests submitted by the Consultant to DOH. The department agrees to timely respond to the requests.

These requests may include but are not limited to the following as outlined in proviso:

“...all data, records, contracts, financial information, expenditure and budget authority data, rebate collections and reconciliations, prescription drug utilization data, formulary management practices, pharmaceutical manufacturer agreements,

direct-dispense and insurance assistance program information, enrollment and eligibility data, actuarial information, procurement documents, and any other operational, financial, actuarial, or contractual information necessary to conduct a comprehensive review and analysis of the ADAP program.”

V. Permitted Uses and Disclosures

Data may be used only for the comprehensive review and analysis of ADAP.

No use or disclosure outside this scope is permitted.

All protected data disclosures must adhere to the Minimum Necessary Standard under the Health Insurance Portability and Accountability Act (HIPAA).

VI. Obligations of Authorized Users

Ensure all Authorized Users access only data essential to users’ roles.

Implement administrative, physical, and technical safeguards per DOH and HIPAA policies.

Prohibit any protected data re-disclosure unless authorized by this MOU or law.

Report suspected or confirmed protected data breaches to DOH’s HIPAA Compliance Office and follow breach notification rules as described in VIII. Breach Notification below.

VII. Data Security Requirements

Receiving parties must do the following.

- Encrypt protected data using Federal Information Processing Standards.
- Maintain audit logs of all data access and modifications.
- Use role-based access controls and unique user authentication.
- Conduct annual risk assessments and address any vulnerabilities.

VIII. Breach Notification

If a breach of unsecured protected data occurs, the receiving party shall do the following.

- Notify DOH’s HIPAA Compliance Office within 24 hours of discovery.
- Provide a detailed report covering the breach scope, affected records, remediation steps, and timeline.
- Cooperate fully with DOH’s investigation, notifications to affected individuals, and any regulatory inquiries.

IX. Return or Destruction of Data

Upon termination of this MOU or completion of the comprehensive review and analysis of the ADAP program, receiving parties shall, at DOH's option

- return all data and copies or
- securely destroy all data and certify destruction to DOH.

X. Term and Termination

This MOU begins on the Effective Date and continues until the comprehensive review and analysis of the ADAP program is completed or the MOU is mutually terminated in writing.

DOH may terminate the MOU immediately upon any material breach by a receiving party.

XI. Amendment

Any amendment to this MOU must be in writing and signed by authorized representatives of all parties.

XIV. Governing Law

This MOU is governed by Florida law and applicable federal regulations, including HIPAA.

THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED BY THE PARTIES' RESPECTIVE UNDERSIGNED OFFICIALS AUTHORIZED TO DO SO EFFECTIVE UPON THE LAST DATE SPECIFIED BELOW.

OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY

Signature _____

Name _____

Title _____

Date _____

FLORIDA DEPARTMENT OF HEALTH

Signature _____

Name _____

Title _____

Date _____

SCHEDULE A SCOPE OF WORK

1. BACKGROUND

Ryan White AIDS Drug Assistance Program

Human Immunodeficiency Virus (HIV) is an immune system debilitating virus that inhibits the body's ability to fight infections and disease. If untreated, HIV can develop into acquired immunodeficiency syndrome (AIDS), which is the most advanced stage of HIV infection. According to the Florida Department of Health (DOH) website, in 2024, 4,463 Floridians were diagnosed with HIV, 1,973 were diagnosed with AIDS, and 581 died from HIV/AIDs. There is currently no effective cure for HIV, but symptoms and risk of transmission can be effectively mitigated through medication.

The Ryan White AIDS Drug Assistance Program (ADAP) is a federally-funded, state-administered prescription medication program for low-income people diagnosed with HIV; under current law, DOH must conduct a communicable disease prevention and control program that includes a program for the prevention and control of HIV/AIDS.¹ For federal Fiscal Year 2025-26, the federal grant for Florida's ADAP was \$88.5 million.^{2,3} DOH determines eligibility for ADAP assistance. To qualify, a person must document both their HIV positive status and a household income level of no more than 400% of the federal poverty level (FPL), which is \$63,840 for an individual. In addition, a prospective ADAP client must lack health insurance or, if insured, lack adequate prescription drug coverage. DOH does not accept clients into the program who are confined to a hospital, nursing home, hospice, or correctional facility. In 2025, 30,408 people were enrolled in ADAP.

ADAP provides access to medications to eligible clients in two ways: (1) directly dispensing the medications or (2) purchasing health insurance, including coverage for HIV medications such as Biktarvy and Descovy.

- The **medication-only benefit** serves uninsured ADAP enrollees who acquire prescription medications at the onsite pharmacy of their local county health department or from CVS Specialty Pharmacy. In 2025, 16,627 ADAP clients were enrolled in the direct-dispense, medication-only component of ADAP.
- The **Florida ADAP Premium Plus Insurance Program** serves clients who have insurance but lack adequate access to HIV/AIDS medications. The program provides assistance with insurance premiums, copays, and/or deductibles to make covered medications more affordable for clients enrolled in Medicare, employer-sponsored insurance or a federal Affordable Care Act marketplace exchange health plan. Clients with insurance will obtain medications from a CVS retail store or other participating pharmacy.

¹ Section 381.003, F.S.

² The federal Ryan White AIDS Drug Assistance Program (ADAP) has three components: regular ADAP grants, supplemental ADAP grants, and emergency relief funds.

³ U.S. Department of Health and Human Services, Health Resources and Services Administration. "FY 25 Ryan White HIV/AIDS Program Part B Grant Awards." Ryan White HIV/AIDS Program. Accessed June 15, 2026. <https://ryanwhite.hrsa.gov/about/parts-and-initiatives/part-b-adap/fy-2025-grant-awards>.

In 2025, 9,174 ADAP clients received insurance through the premium plus insurance program.

National and State ADAP Cost-Containment Efforts

Federal policy changes, heightened demand, and increased prescription-drug expenditures have contributed to financial strain for the AIDS Drug Assistance Program. One analysis attributes ADAP funding insufficiency to four developments beyond state control.⁴ First, federal funding remains nominally flat and has not kept up with inflation, increased enrollment, and increased costs. Second, nationally, the number of clients served by ADAP increased from 165,382 in 2007 to 257,644 in 2024, while annual appropriations per client served dropped from approximately \$3,600 to approximately \$1,700 during the same period. Third, the annual average wholesale price of HIV/AIDS prescription drugs increased from a range of \$24,970 to \$35,160 in 2012 to a range of \$36,080 to \$48,000 in 2018. Fourth, the expiration of the enhanced version of the federal Affordable Care Act premium tax credits, the average premium increase in Affordable Care Act marketplace exchange health plans, and the Medicare Part D out-of-pocket cap on prescription drugs through the federal Inflation Reduction Act all contribute to rising insurance costs.

About half of the states are currently considering or have already implemented cost-containment measures to keep ADAP expenditures within federal funding amounts. For example, Delaware, Kansas, Pennsylvania, and Rhode Island reduced ADAP income eligibility levels, and Arizona, Louisiana, Michigan, Nevada, and Pennsylvania downsized ADAP prescription drug formularies. Other states reduced funding for ADAP medical and support services, increased provider recertification standards, implemented annual client spending caps, or restricted or eliminated health insurance assistance. As of February 2026, no state had implemented a client waiting list, although Arkansas, Louisiana, and New Jersey were considering it.⁵

In Florida, in January 2026, DOH issued letters to some ADAP patients advising of impending changes to the program. In February 2026, the department filed an emergency rule to restrict ADAP eligibility and benefits, citing rising health care insurance premiums nationwide and insufficient federal Ryan White Grant funding. (See Exhibit 1.) The department reduced the income eligibility from 400% FPL to 130% FPL (\$20,748 for an individual) for the direct-dispense, medication-only component and eliminated the Florida ADAP Premium Plus Insurance Program. DOH planned to continue to provide financial assistance for copayments and deductibles for covered medications for those enrollees who purchase insurance without premium assistance, calling this the ADAP Program for Medication Co-Payment and Medication Deductibles.⁶ DOH also changed the drugs covered under the program. Specifically, the department issued a new ADAP formulary, applicable to uninsured, direct-dispense enrollees, which removed Biktarvy from coverage. Descovy remains on the ADAP formulary but is now restricted to only certain clients. DOH gave the public a two-month transitional grace period, making the changes effective April 1, 2026.

⁴ Dawson, Lindsey and Jennifer Kates, "Constrained Budgets Lead States to Restrict HIV Drug Access Through Ryan White," *KFF*, March 2, 2026. <https://www.kff.org/hiv-aids/constrained-budgets-lead-states-to-restrict-hiv-drug-access-through-ryan-white>.

⁵ National Association of State and Territorial AIDS Directors. "ADAP Watch: February 2026," Accessed June 10, 2026. <https://nastad.org/resources/nastad-adap-watch-february-2026>.

⁶ Cost sharing assistance remained available to self-insured clients with incomes up to 400% FPL.

Exhibit 1**Proposed Policy Changes Affecting ADAP Eligibility and Benefits**

ADAP Benefits and Funding Summary		
	2025 Law	DOH 2026 Proposed Policy Changes (April - December estimates)
Eligibility Cap	400% FPL	130% FPL ¹
Benefits	Direct Dispense/CVS Caremark Premium Plus Insurance	Direct Dispense/CVS Caremark Medication Copay & Deductibles
Biktarvy	Both Formularies	ADAP Self-Insured Formulary Only
Descovy	Both Formularies	Clinical Criteria/Prior Authorization
Clients	30,408	18,861
Revenue	\$284,741,409	\$156,732,396
Spending	\$403,052,142	\$136,270,030
Surplus/Deficit	(\$118,310,733)	\$20,462,366

¹ Cost sharing assistance remained available to self-insured clients with incomes up to 400% FPL.

Source: Florida House of Representatives, Health Care Facilities and Systems Subcommittee. *CS/HB 697 Final Bill Analysis, 2026*
<https://www.flsenate.gov/Session/Bill/2026/697/Analyses/h0697z.HFS.PDF>.

In March 2026, the Legislature passed Ch. 2026-4, *Laws of Florida*, to temporarily modify ADAP eligibility and benefits, applicable through June 30, 2026, to address a funding deficit and codify and override certain DOH policy changes.⁷ The legislation appropriated \$30.9 million to supplement ADAP and restored the income eligibility threshold ceiling of 400% FPL through the end of Fiscal Year 2025-26. As with the DOH policy changes, ADAP enrollees who previously participated in the Florida ADAP Premium Plus Insurance Program component must either pay for their own insurance and migrate to the ADAP Program for Medication Co-Payment and Medication Deductibles or drop their insurance and migrate to the direct-dispense, medication-only component. The legislation also requires DOH to submit monthly reports to the Governor and Legislature with information on revenues and expenditures, drug rebates and offsets, enrollees, drug utilization, and the financial status of the program.

Ch. 2026-XXX, *Laws of Florida* (2026 General Appropriations Act) included an appropriation for an additional \$75 million in nonrecurring funds for ADAP for Fiscal Year 2025-26 and allowed any unexpended funds to revert and be appropriated for Fiscal Year 2026-27.

2. SCOPE OF WORK

Per proviso language in Ch. 2026-XXX, *Laws of Florida* (2026 General Appropriations Act), OPPAGA must select a vendor to conduct an evaluation of the AIDS Drug Assistance Program under Specific Appropriation 476. The Department of Health is required to enter into a data sharing agreement with OPPAGA and the selected vendor for the purpose of this evaluation.⁸ The selected vendor must include, at a minimum, an actuary and a certified public accountant with expertise in health insurance coverage and financing, pharmaceutical manufacturer pricing and rebate

⁷ Chapter [2026-4](#), *Laws of Florida*

⁸ DOH is required to provide OPPAGA and its selected vendor with access to all data, records, contracts, financial information, expenditure and budget authority data, rebate collections and reconciliations, prescription drug utilization data, formulary management practices, pharmaceutical manufacturer agreements, direct-dispense and insurance assistance program information, enrollment and eligibility data, actuarial information, procurement documents, and any other operational, financial, actuarial, or contractual information necessary to conduct a comprehensive review and analysis of the ADAP program.

arrangements, and health care financial analysis. Such individuals must be independent of the Department of Health and may not be affiliated with any entity currently contracting with the department related to the ADAP program.

The evaluation must include an assessment of the historical operation of ADAP, including the factors that led to programmatic changes implemented in March 2026, and recommendations to strengthen the fiscal sustainability and cost-effectiveness of the program. At a minimum, the evaluation must include the following.

1. The program's historical and projected capacity to maintain enrollment and core services within existing state appropriations and federal Ryan White Part B grant funding;
2. Strategies to maximize drug manufacturer rebates and identify alternative revenue generation or cost-containment strategies to ensure long-term program stability;
3. The fiscal impact, cost-effectiveness, and structural outcomes of utilizing separate formularies and differing eligibility parameters for uninsured populations receiving direct-dispense medications and insured populations receiving copay, deductible, or premium assistance;
4. A review of participant clinical outcomes, including viral load monitoring metrics and viral suppression rates by insurance status and demographic category; and
5. An evaluation of best practices and program designs implemented by other states, including eligibility standards, benefit design, cost-sharing or premium assistance structures, formulary management, utilization management strategies, drug pricing and rebate arrangements, coordination with Medicaid and Marketplace coverage, and approaches to controlling pharmaceutical and administrative costs.
6. Recommendations and nationally recognized best practices, including guidance developed by the National Alliance of State and Territorial AIDS Directors (NASTAD), related to maximizing prescription drug discounts, rebates, program income opportunities under the 340B Drug Pricing Program, and pharmaceutical manufacturer agreements in order to strengthen the fiscal sustainability and cost-effectiveness of ADAP, including insurance assistance components, while supporting broader Ryan White HIV/AIDS Program Part B service delivery, health equity initiatives, and statewide HIV epidemic response efforts.

The evaluation must also include, at a minimum, three restructuring options for ADAP, including at least one option that may be implemented administratively without statutory change. For each option, the evaluation shall identify

1. projected enrollment impacts, including the estimated number of individuals who may gain, maintain, or lose access to services or medications;
2. estimated state and federal fiscal impacts, including projected savings, cost avoidance, rebate maximization opportunities, and long-term sustainability considerations;
3. operational, actuarial, and policy implications;
4. impacts on medication access, continuity of care, viral suppression outcomes, and health equity;
5. any associated risks, tradeoffs, or implementation challenges; and
6. recommended implementation timelines and any required administrative, contractual, regulatory, budgetary, or statutory changes necessary to implement each option.

SCHEDULE B DELIVERABLES

The LCM will provide feedback to the Consultant on the completeness and clarity of presentation of each deliverable to ensure that the Legislature's information needs are met and may propose modifications or revisions. Acceptance of deliverables will be dependent upon the LCM's written approval and Consultant's demonstration that the Consultant has incorporated OPPAGA's comments and edits, which may require multiple rounds of review for each deliverable. This will occur through the resubmission of any Deliverable to the LCM with all changes tracked and responses made to all comments. For document management, each version of the draft produced by the Consultant should be numbered or dated; OPPAGA will differentiate its response by adding "OPPAGA edits" to the document title. Deliverable resubmissions are due to the LCM within 48 hours of receiving OPPAGA's comments and edits. The LCM may require the Consultant to complete edits in less than 48 hours to meet the contract Deliverable schedule.

Deliverable #1—Project Commencement: No later than **August 19, 2026**, the Consultant must contact the Florida Department of Health (DOH), copying the LCM, and arrange an entrance conference. During the entrance conference, the Consultant must discuss with DOH officials the evaluation scope, timeline, protocols, initial data request, and other issues necessary to initiate the evaluation. The Project Manager must notify the OPPAGA LCM in writing by email of the date of the entrance conference.

Deliverable #2—Biweekly Updates: Beginning no later than **September 1, 2026**, the Project Manager must provide the LCM with biweekly updates on the progress of fieldwork and tentative findings. The Project Manager must attend these meetings and may include other project staff as deemed necessary to provide complete information on the current status of the evaluation. These updates will occur throughout the contract period by telephone or video conference at a mutually agreed upon time and will include discussion of potential findings and concerns. Additional meetings may be held at the request of the LCM.

Deliverable #3—Report Outline: The Consultant must submit an electronic version of the Report Outline to the LCM no later than **December 16, 2026**. The Report Outline must provide the structure and organization that the Contractor proposes specific to the three evaluation areas listed below for Deliverable #4—Draft Report. The Report Outline must include a list of completed and remaining fieldwork for each evaluation area. The LCM will provide feedback, including any proposed modifications or revisions, to the Contractor to ensure that the Report Outline meets all contract requirements. The Report Outline must be approved by the LCM.

Deliverable #4—Draft Report: The Consultant must submit an electronic version of the Draft Report to the LCM no later than **January 8, 2027**. The Draft Report must include the Consultant's findings for three evaluation areas.

1. Description of the Florida AIDS Drug Assistance Program.
 - a. Description of the program's historical and projected capacity to maintain enrollment and core services within existing state appropriations and federal Ryan White Part B grant funding
 - b. Examination of the fiscal impact, cost-effectiveness, and clinical outcomes of utilizing separate formularies and differing eligibility parameters for uninsured populations receiving direct-dispense medications and insured populations receiving copay, deductible, or premium assistance. The examination must include an analysis of participant clinical outcomes, including viral load monitoring metrics and viral suppression rates by insurance status and demographic category
2. Review of nationally recognized best practices, including those identified by the National Alliance of State and Territorial AIDS Directors (NASTAD) and examination of program designs and strategies used in other states.
 - a. Description of best practices and program designs implemented by other states, including eligibility standards, benefit design, cost-sharing or premium assistance structures, formulary management, utilization management strategies, drug pricing and rebate arrangements, coordination with Medicaid and marketplace coverage, and approaches to controlling pharmaceutical and administrative costs.
 - b. Review of nationally recognized best practices related to maximizing prescription drug discounts, rebates, program income opportunities under the 340B Drug Pricing Program, and pharmaceutical manufacturer agreements to strengthen the fiscal sustainability and cost-effectiveness of ADAP.
 - c. Identification of strategies to maximize drug manufacturer rebates and identify alternative revenue generation or cost-containment strategies to ensure long-term program stability.
3. Identification of three restructuring options for Florida's ADAP, including at least one option that may be implemented administratively without statutory change. Each option must consider
 - a. projected enrollment impacts, including the number of individuals who may gain, maintain, or lose access to services or medications;
 - b. estimated state and federal impacts, including projected savings, cost avoidance, rebate maximization opportunities, and long-term sustainability considerations;
 - c. operational, actuarial, and policy implications;
 - d. impacts on medication access, continuity of care, viral suppression outcomes, and health equity;
 - e. any associated risks, tradeoffs, or implementation challenges;
 - f. recommended implementation timelines; and
 - g. required administrative, contractual, regulatory, budgetary, or statutory changes necessary for implementation.

The Draft Report must include all charts, graphs, and exhibits that are proposed for inclusion in the Final Report. The Draft Report must also include an Executive Summary that provides a concise overview of evaluation findings and recommendations. The Executive Summary must be presented immediately after the cover page of the Draft Report. The LCM will provide feedback to the Consultant on the completeness and clarity of the presentation of the Draft Report, which may require modifications or revisions to ensure that the Legislature's information needs are met.

Deliverable #5—Final Report: The Consultant must submit an electronic version of the Final Report to the LCM no later than **January 22, 2027**.

Optional Deliverable #6—Briefings and Legislative Testimony: Following receipt and approval of the Final Report, the LCM may, at the complete and sole discretion of OPPAGA, ask the Consultant in writing, to provide briefings and/or legislative testimony. If requested, this testimony would occur sometime prior to **June 30, 2027**. The Consultant shall price this optional deliverable independently as part of the financial reply. The Legislature makes no assurances that this Deliverable will be requested and will not approve expenditures incurred without prior approval.

- a. Briefings: The Consultant, including all senior Consultant team members necessary to discuss report information, may be asked to provide up to four (4) conference call briefings to the Legislature. The actual number of briefings and the persons receiving those briefings shall be within the sole discretion of OPPAGA. No travel reimbursement will be provided. The itemized cost for each individual briefing and the total cost for four briefings should be presented in the financial reply.
- b. Legislative testimony: The Consultant may be asked to appear in Tallahassee, Florida to provide up to two (2) in-person presentations to legislative committees on the Final Report. Compensation for such presentations shall be at a fixed cost which includes the hourly rate proposed by the Consultant for up to two identified persons for these presentations, per hour of time spent in such presentation or in consulting with the OPPAGA contract manager in the city of such presentation during normal business hours, and the Consultant's time preparing for each legislative presentation. This fee shall include all of the Consultant's expenses, costs and compensation for such services. Please note that the Legislature will not pay the Consultant for travel time or travel costs. The itemized cost of each presentation and the total cost for two presentations should be presented in the financial reply.