

# **Regional Networks for Access and Quality for Children and Youth with Special Health Care Needs**

REQUEST FOR APPLICATION (RFA)  
RFA #18-007

## **APPLICATION GUIDELINES**

**FY 2019-2020**

**Florida Department of Health**

**Office of Children's Medical Services Managed Care Plan and Specialty Programs**

**April 4, 2019**

**Application Deadline:**

**12:00 p.m., EST, on May 3, 2019**

**This is not a competitive solicitation subject to the notice or challenge provisions of section 120.7(3), Florida Statutes.**

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**TIMELINE**  
**RFA # 18-007**

Prospective applicants shall adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
Request for Applications Released and Advertised	April 4, 2019	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>  Vendor Bid System: <<OPTIONAL>> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Submission of Questions ( <b>ONLY</b> emailed questions will be accepted)	April 12, 2019	Submit questions by email with the subject heading "RFA#18-007 Questions" to <a href="mailto:ContractAdmin@flhealth.gov">ContractAdmin@flhealth.gov</a>
Answers to Questions Posted on website	April 19, 2019	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>  Vendor Bid System: <<OPTIONAL>> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Applications due ( <b>ONLY</b> mailed applications will be accepted)	Must be received by 12:00 p.m. E.S.T. on May 3, 2019	Office of Contracts RFA#18-007 4052 Bald Cypress Way Bin #B08 Tallahassee, Florida 32399
Anticipated evaluation of applications	May 6, 2019	Review and Evaluation of Applications Begins
Anticipated award date	May 13, 2019	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>  Vendor Bid System: <<OPTIONAL>> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## Section 1.0 INTRODUCTION

### 1.1 Program Authority

This project is offered by the Florida Department of Health (the Department), Office of Children's Medical Services Managed Care Plan and Specialty Programs (CMS) through funding appropriated by the Health Resources and Services Administration, Maternal and Child Health Bureau pursuant to the authority of Title V of the Social Security Act and Chapter 391, Florida Statutes.

### 1.2 Standard Contract

Each Applicant must review and become familiar with the Department's Standard Contract, which contains administrative, financial, and non-programmatic terms and conditions mandated by federal or state statute. The terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract is located at : <http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/documents/DOH-Standard-Contract.pdf>. Grant awards will be determined by the Department in accordance with this publication based on the availability of funds.

### 1.3 Program Purpose

The purpose of this RFA is to promote community based Regional Network for Access and Quality (R-NAQ) projects that provide, promote, and ensure high-quality, continuous, comprehensive, and coordinated care for children and youth with special health care needs, including children with medical complexity, in order to improve health outcomes.

### 1.4 Definitions:

- a. **Behavioral Health Services:** A continuum of prevention, intervention, treatment and recovery support services for mental health and substance use.
- b. **CMS Regions:** Geographical regions of Florida determined by Children's Medical Services. The four regions included in this RFA are: Northwest, North Central, Central, and Southwest.
- c. **Florida's Title V Children and Youth with Special Health Care Needs (CYSHCN) Program:** A program funded by the Health Resources and Services Administration's Maternal and Child Health Bureau and operated by the Florida Department of Health Children's Medical Services.
- d. **Institutional Review Board (IRB):** An administrative body established to protect the rights and welfare of human research subjects recruited to participate in research activities conducted under the auspices of the institution with which it is affiliated.
- e. **Learning Collaborative:** A systematic approach to process improvement in which two or more people learn or attempt to learn something together.
- f. **Medical Complexity:** A form of medical fragility that requires intensive care needs that are not easily met by existing health care models.
- g. **Patient Centered Medical Homes:** A model of delivering primary care that is accessible, continuous, comprehensive, family-centered, coordinated, compassionate, and culturally effective.
- h. **Quality Improvement Projects:** Projects that consist of systematic and continuous actions that lead to measurable improvement in health care services and the health status of targeted patient groups.

- i. **Regional Networks for Access and Quality (R-NAQ):** Entities that provide, promote, and ensure high-quality continuous, comprehensive, and coordinated care for children and youth with special needs, including children with medical complexity, in order to improve health outcomes.

## **1.5 Available Funding**

A total of \$5,250,000.00 of federal funds are available for multiple grant awards over a five-year period. The Department intends to award seven grants. The funding amount for each grant will not exceed \$150,000.00 annually.

## **Section 2.0 PROGRAM OVERVIEW**

### **2.1 Background**

The Department's mission is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards. R-NAQs are needed to assist CMS in providing a regionalized approach to creating and sustaining a local system of care throughout Florida for children and youth with special health care needs, including children with medical complexity. These local systems of care will identify and address local gaps in the health care system.

### **2.2 Priority Areas**

The priority of this project is to improve the health outcomes of children and youth with special health care needs, including children with medical complexity.

### **2.3 Program Expectations and Requirements**

- A. Applicants are expected to provide a R-NAQ that ensures high-quality, continuous, comprehensive and coordinated care for children and youth with special health care needs, including children with medical complexity, in order to improve health outcomes.
- B. Applicants are required to submit separate applications and budgets for each of the below CMS Regions the Applicant proposes to serve. A budget of no more than \$150,000.00 annually for a five-year period is allowed for each CMS Region listed. As with any competitive grant process, all proposed budgets are subject to review and possible modification by the Department. The CMS Regions include:
  - 1. Northwest Region: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, and Gulf counties.
  - 2. North Central Region: Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Baker, Union, Bradford, Alachua, Nassau, Duval, Clay, St. Johns, Putnam, Flagler, Volusia, Marion, Lake, Sumter, Citrus, and Hernando counties.
  - 3. Central Region: Seminole, Orange, Osceola, and Brevard counties.
  - 4. Southwest Region: Manatee, Sarasota, Desoto, Charlotte, Glades, Lee, Hendry, and Collier counties.
- C. Each application must include a detailed plan for how the applicant will provide a R-NAQ that will ensure high-quality, continuous, comprehensive and coordinated care for children and youth with special health care needs, including children with medical complexity, in order to improve health outcomes. Each applicant must address how they will perform each of the following:

1. Work directly with local CMS leadership teams and the central CMS office on local Title V priorities and activities.
2. Work with community organizations and institutions within the CMS Region selected on collaborative projects and activities that focus on improving the system of care and healthcare community that serves children and youth with special health care needs and their families.
3. Include families and youths, family and youth leaders, family and youth advocates and family and youth organizations on staff, as volunteers, on any boards or workgroups, and in policy development.
4. Participate in a Learning Collaborative with other R-NAQs in Florida that collaborates on system-building innovations and quality improvement projects for children and youth with special health care needs. Quality improvement projects must be related to access to care, health outcomes, or social determinants of health.
5. Create and sustain local R-NAQ projects that:
  - a. Focus on patient centered medical homes; transitions from the pediatric systems of care to adult systems of care; and behavioral health services.
  - b. Are developed through annual and ongoing needs assessments, project planning, and quality improvement projects.
  - c. Improve access to health care and related services that are evidence-based or evidence-informed.
  - d. Measure process, impact, and outcome evaluations periodically and annually.
6. Work with a local IRB and conduct research related to improving health outcomes and quality of life for children and youth with special health care needs and their families.
7. Provide access to or ensure proper referral to pediatrics subspecialists; interdisciplinary and multidisciplinary teams; and local family resources that address health, wellness and equity.
8. Collaborate with local partners to establish an ongoing mechanism that provides support and referrals for community-based services such as case management, support groups, and palliative care services for children and youth with special health care needs and their families in the event of major clinical transitions like Neonatal Intensive Care Unit and hospital discharges.

## **2.4 Applicant Project Results**

Through the implementation of an R-NAQ, it is expected that the applicant will be able to demonstrate that they are providing high-quality, continuous, comprehensive, and coordinated care for children and youth with special health care needs, including children with medical complexity, in the communities they are serving. Applicants must provide a description of how they intend to provide and measure these services in their application packet.

## **2.5 Current and Prior Funded Projects**

Interested Applicants need to provide detailed information on previous and current projects worked on related to improving the system of care serving children and youth with special health care needs.

## **Section 3.0 TERMS AND CONDITIONS OF SUPPORT**

### **3.1 Eligible Applicants**

Applicants must be health facilities or organizations that deliver or arrange for the delivery of health services to children and youth with special health care needs, including children with medical complexity.

### **3.2 Eligibility Criteria**

Applicants must be a facility or organization active in community-focused, collaborative efforts, which serve to bring together agencies, community groups, academic institutions and other groups to address health and social concerns. These individuals or organizations may serve as the central collaborating body.

### **3.3 Minority Participation**

Department encourages minority business participation in all its procurements. Applicants are encouraged to contact the Office of Supplier Diversity at 850-487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified minority or for names of existing certified minorities who may be available for subcontracting or supplier opportunities.

### **3.4 Corporate Status**

For all corporate applicants, proof of corporate status must be provided with the application. Tax-exempt status is not required, except for applications applying as non-profit organizations. Tax-exempt status is determined by the Internal Revenue Service (IRS) Code, Section 501(c)(3). Any of the following is acceptable evidence: A statement from a state taxing body, State Attorney General, or other appropriate state official, certifying that the applicant has a non-profit status and that none of the net earnings accrue to any private shareholders or individual.

### **3.5 Noncorporate Status**

Documentation that verifies the official not-for-profit status of an organization in accordance with Chapter 617, Florida Statutes.

### **3.6 Period of Support**

It is anticipated that projects funded through this RFA will last for a period of five years beginning October 1, 2019, subject to the availability of funds.

### **3.7 Use of Grant Funds**

#### **A. Grant funds may be requested to cover cost of:**

1. Personnel
2. Consultants
3. Equipment (must be justified and with prior approval)
4. Supplies
5. Infrastructure (such as data systems or workforce development)
6. Community outreach and collaboration activities
7. Travel expenses to support the project

#### **B. Funds may not be used for:**

1. Building alterations or renovations
2. Construction
3. Direct services otherwise covered by another entity
4. Fringe benefits for temporary employees
5. Fund raising activities

## **Section 4.0 APPLICATION REQUIREMENTS**



#### **4.1 Application Forms**

Applicants must use the official forms attached to this RFA. Alternate forms may not be used.

#### **4.2 Order of Application Package**

Provide the following items in the following order in the application package. All items in bold can be found attached to this RFA.

1. **Cover Page, Attachment I**
2. Table of Contents
3. **Budget Summary Form, Attachment V**
4. **Detailed Budget Justification Narrative, Attachment VI**
5. Documentation that verifies official status of CBO (Community-Based Organization) (501c3 status)
6. Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes
7. Letter(s) of support or commitment to the proposed project from an authorized official such as the Administrator or Director of the local county health department.
8. Project Summary Outline
9. Project Narrative (proposal)
10. **Applicant Certification Regarding Scrutinized Companies List Attachment III**

**Note:** If funding is requested in an amount greater than the ceiling of the award range, the application will be considered non-responsive and will not be reviewed by the Department. The application will be returned with notification that it did not meet the submission requirements.

#### **4.3 Compliant Budget Form and Budget Justification Narrative**

Applicants are required to submit their budget using the Budget Summary and Detailed Budget Justification and Narrative Forms attached to this RFA as outlined below:

- Submit one set of budget forms outlining the projected costs for the entire term of the project.
- Submit one set of budget forms outlining the projected costs for the first year of the project.

Applicants should recognize that costs do not remain static; the budget should reflect the various phases and activities of planning, organizing, implementation, evaluation and dissemination.

### **Section 5.0 REQUIRED CONTENT OF THE NARRATIVE SECTION**

#### **5.1 Project Summary**

The Project Summary must include a Project Narrative and Implementation Plan. Use the Project Summary to briefly describe the proposed project. Applicants must provide a succinct one-page Project Narrative identifying the main purpose of the project, the priority population to be served, types of services offered, the area to be served, and expected outcomes. The Implementation Plan must be limited to one page and should include a proposed timeline for the project, including target dates for implementing and completing key milestones of the project.

#### **2 page limit**

**No points shall be awarded for this Section.**

#### **5.2 Statement of Need**

Use the Statement of Need to describe the need for the proposed project activities in Section 2.3 of the RFA. Applicants must identify, in narrative form, the following information for each component:

1. Describe the priority population and geographic area proposed to be served by the project activities in Section 2.3 of the RFA, including ages, gender, racial and ethnic background, health disparities, underserved populations, and risk factors.
2. Describe the need for funding, through the project activities in Section 2.3 of the RFA, for the priority focus area in the local community, including any gaps (unmet needs). Include data related to the priority focus area in your community, statewide averages, the population data of the community to be served, and other relevant data.
3. Describe how the funding, through project activities in Section 2.3 of the RFA, will impact the problem on the identified priority population.
4. Describe whether there are any other state or federally-funded programs already operating in the county or local community proposed to be served, what priority population or area is being served by these existing programs, and if other programs exist, how the applicant proposes to avoid duplication of these existing services, prevent the supplanting of funds already being provided, and how the project activities in Section 2.3 of the RFA will enhance or differ from the existing projects.

## **2 page limit**

**Maximum number of available points– 40 Points**

### **5.3 Objectives**

Describe the objectives for your project.

## **1 page limit**

**Maximum number of available points- 25 Points**

### **5.4 Program Plan**

The Project Description is a narrative overview of the proposed project activities in Section 2.3 of the RFA. The Project Description should include the following information:

1. Describe how the anticipated activities will meet the priority focus area activities in Section 2.3 of the RFA during the project period.
2. Describe the anticipated number of individuals that will be reached by the activities in Section 2.3 of the RFA, how this will be accomplished, and how they will benefit.
3. Describe the outcomes of the anticipated activities that meet the priority focus area activities in Section 2.3 of the RFA during the project period.
4. Describe how evidence-based or best practice approaches will be integrated in the activities in Section 2.3 of the RFA.
5. Describe how the roles and responsibilities of collaborative partners will advance the activities in Section 2.3 of the RFA. Describe how partners will be recruited and how collaboration may be a means to create sustainability if project funding ends.

## **4 page limit**

**Maximum number of available points- 100 points**

### **5.5 Evaluation Plan**

The Evaluation plan is a narrative description of how the success and impact of proposed

project activities in Section 2.3 of the RFA will be measured. Applicants shall identify in narrative form the following information:

1. Describe the types of evaluation conducted for the activities in Section 2.3 of the RFA.
2. Describe identify who, including their qualifications, will be evaluating the project activities in Section 2.3 of the RFA.
3. Describe how the success of the activities in Section 2.3 of the RFA will be measured.
4. Describe how the impact of the activities in Section 2.3 of the RFA on participants' quality of life will be measured.
5. Describe the types of evaluation reports on the activities in Section 2.3 of the RFA that will be compiled and submitted to the Injury Prevention Program.

**1 page limit**

**Maximum number of available points- 25 Points**

### **5.6 Management Plan**

The Management Plan is a narrative description that identifies administration and management strategies, including:

1. Relevant qualifications of proposed key staff for the project. Provide a resume for each proposed staff.
2. Indicate the level of effort for each proposed key staff position (e.g. 50%, 75%), including pertinent staff provided on an in-kind basis.
3. Provide position or job descriptions for staff positions, including those to be filled.

**1 page limit**

**Maximum number of available points- 10 points**

### **5.7 Appendices**

All appendices must be clearly referenced and support elements of the narrative.

## **Section 6.0 SUBMISSION OF APPLICATION**

### **6.1 Application Deadline**

Applications must be received by 12:00 p.m., Eastern Standard Time on May 3, 2019.

### **6.2 Submission Methods**

Applications may only be submitted by regular or express mail. A separate application must be submitted for each region specified in Section 2.3. Hand-delivered, emailed or faxed applications will not be accepted. The Department is not responsible for improperly marked applications.

### **6.3 Mailed or Hand-Delivered Applications**

Applicants are required to submit two copies of the application via express or regular mail. A separate application must be submitted for each region specified in Section 2.3. The original application must be signed by an individual authorized to act for the applicant organization and to assume for the organization the obligations imposed by the terms and conditions of the grant.

Mailed applications will be considered as meeting the deadlines if they are received by the Office of Contracts on or before 12:00 p.m., Eastern Standard Time, on May 3, 2019. Applicants are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread.

#### **6.4 Where to Send Your Application**

Florida Department of Health, Office of Contracts  
RFA #18-007  
4052 Bald Cypress Way, Bin #B-08  
Tallahassee, FL 32399

### **Section 7.0 EVALUATIONS OF APPLICATIONS**

#### **7.1 Receipt of Applications**

Applications will be screened upon receipt. Applications that are not complete, or that do not conform to or address the criteria of the program will be considered non-responsive. Complete applications are those that include the required forms in the Required Forms Section of this application. Incomplete applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

Applications will be scored by an objective review committee. Committee members are chosen for their expertise in health and their understanding of the unique health problems and related issues in Florida.

#### **7.2 How Applications are Scored**

Applications will be reviewed on their own merits and will not be compared to each other. The review committee will score the application utilizing the criteria listed in Section 5.

#### **7.3 Grant Awards**

A grant may be awarded for one or more CMS region, as outlined in Section 2.3 based on the availability of funds.

#### **7.4 Award Criteria**

Funding decisions will be determined by the Department who will take under consideration the recommendations and ratings of the committee. Funding an award determination is wholly at the discretion of the Department notwithstanding evaluation point totals, the Department will fund projects throughout communities statewide.

#### **7.5 Funding**

The Department of Health reserves the right to revise proposed plans and negotiate final funding prior to execution of contracts.

#### **7.6 Posting of Awards**

Awards will be listed on the following website on or about May 13, 2019:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>

### **Section 8.0 REPORTING AND OTHER REQUIREMENTS**

## **8.1 Post Award Requirements**

- A. Funded applicants are required to:
1. Adhere to the terms and conditions of the Department's Standard Contract.
  2. Register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Statutes, within five days after the Department's posting of intent to award. The Department will not enter into a Contract with the awarded applicant unless they are registered in MyFloridaMarketPlace system.
  3. Perform in accordance with the tasks, deliverables and performance measures established by the Department and outlined in the Contract.
  4. Be subject to financial consequences, pursuant to section 287.058, Florida Statutes, for failing to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and Contract amount.

## **Section 9.0 REQUIRED FORMS**

- 9.1 **Cover Page, Attachment I**
- 9.2 **Application for Funding**
- 9.3 **Budget Summary, Attachment V**
- 9.4 **Budget Narrative and Justification, Attachment VI**
- 9.5 **Statement of No Involvement**
- 9.6 **Certification of Drug Free Work Place**
- 9.7 **IRS Non-Profit Status 501 (C) (3)**



**ATTACHMENT I**

**Cover Page**

Florida Department of Health  
Office of Children’s Medical Services Managed Care Plan and Specialty Programs

**RFA #18-007**

**Regional Networks for Access and Quality for Children and Youth with Special Health Care Needs**

<b>Region Applied for:</b>	
<b>Legal Name of Applicant:</b>	
<b>Funding Amount Requested (annual):</b>	
<b>Name of Contact Person:</b>	
<b>Applicant Mailing Address:</b>	
<b>City, State, ZIP:</b>	
<b>Telephone Number:</b>	
<b>Fax:</b>	
<b>Email Address:</b>	
<b>Federal Employer Identification Number (FEID):</b>	
<b>Name and Title of Authorized Official:</b>	
<b>Signature of Authorized Official:</b>	
<b>Date:</b>	
<p><b>By signing above, you are attesting that:</b> TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</p>	

**Disclaimer – NOTE:** The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Florida Department of Health.  
This grant opportunity is not subject to Section 120.57(3), Florida Statutes.

## ATTACHMENT II

**This attachment is for reference only. Applicants are not required to submit this section with their application. Following an award, the resulting contract will incorporate this attachment (DOH Standard Contract).**

CFDA No.  
CSFA No.

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

Client  Non-Client  
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and \_\_\_\_\_ hereinafter referred to as "Provider," and jointly referred to as the "parties."

### THE PARTIES AGREE:

#### I. PROVIDER AGREES:

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

##### B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
  - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
  - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.

- i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's



W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

- k. If Provider is determined to be a subrecipient of federal funds, Provider will comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed CCR registration) in CCR to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**C. Audits, Records (including electronic storage media), and Records Retention**

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Department, Provider will, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment \_\_\_\_\_, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
  - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) Allowable under the contract and applicable laws, rules, and regulations;
    - 2) Reasonable; and
    - 3) Necessary for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
  - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this

contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov) or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

8. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, at its sole and exclusive direction, the Department may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
- E. Indemnification**
  1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
  2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.
- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
  1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
  2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
  3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
  4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the

subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

**I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

**K. Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.

2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.

4. MyFloridaMarketPlace Transaction Fee:

a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.

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

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

5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

**L. Civil Rights Requirements:** Civil Rights Certification: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."

**M. Independent Capacity of the Provider**

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.

2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.

3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.

5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.
- N. Sponsorship:** As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.
- O. Final Invoice:** To submit the final invoice for payment to the Department no more than \_\_\_\_\_ days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- P. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- Q. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**
1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  2. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
  3. Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
    - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
    - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.
- R. Patents, Copyrights, and Royalties**
1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
  2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
  3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- S. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a

condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

- T. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- U. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.
- V. Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be the pertinent county.

## **II. METHOD OF PAYMENT**

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \_\_\_\_\_, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.
- B. Contract Payment:**
  - 1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
  - 2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
  - 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

## **III. PROVIDER CONTRACT TERM**

- A. Effective and Ending Dates:** This contract will begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It will end on \_\_\_\_\_.
- B. Termination**
  - 1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
  - 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
  - 3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Department will employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
  - 4. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

**D. Contract Representatives Contact Information:**

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, address, and telephone number of the Department's Contract Manager is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

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

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

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

**PROVIDER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STATE AGENCY 29-DIGIT FLAIR CODE:** \_\_\_\_\_

**FEID# (OR SSN):** \_\_\_\_\_

**PROVIDER FISCAL YEAR ENDING DATE:** \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.**

**ATTACHMENT III**

**APPLICANT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

**Applicant Name:** \_\_\_\_\_

**Applicant Mailing Address:** \_\_\_\_\_

**City-State-Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Federal Employer Identification Number (FEID):** \_\_\_\_\_

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Applicant, I hereby certify that the company identified above in the section entitled "Applicant Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

**Printed (Typed) Name and Title:** \_\_\_\_\_

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

## ATTACHMENT IV

**This attachment is for reference only. If awarded, the resulting contract will include this attachment.**

### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. \_\_\_\_\_ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. \_\_\_\_\_ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. \_\_\_\_\_ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

**Note:** A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

## **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## **AUDIT GUIDANCE**

### **PART I: FEDERALLY FUNDED**

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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FDOH, Division of Administration - Federal Compliance and Audit Management Section



1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**Note:** Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

**Note:** An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each

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applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end.

Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

### **PART III: OTHER AUDIT REQUIREMENTS**

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the Service Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

#### **TYPES:**

1. **SOC 1** – A report on controls over financial reporting.
  - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. **(Auditor conducts testing)**
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
  - Oversight of the organization
  - Vendor management programs
  - Internal corporate governance and risk management processes
  - Regulatory oversight
  - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. **(Auditor conducts testing)**

### **PART IV: REPORT SUBMISSION**

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

A. The Department of Health as follows:

[SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov)

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

**Florida Department of Health**  
Bureau of Finance & Accounting  
Attention: FCAM, Single Audit Review  
4052 Bald Cypress Way, Bin B01  
Tallahassee, FL 32399-1701.

B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

One paper copy mail to:

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

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>

B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

**Note:** Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

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

**End of Text**

# EXHIBIT 1

Contract #: \_\_\_\_\_

Federal Award Identification #: \_\_\_\_\_

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

Federal Agency 1 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Federal Agency 2 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_

State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES  
\$ \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Matching and Maintenance of Effort \***

Matching resources for federal Agency(s):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Maintenance of Effort (MOE):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

\*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

## EXHIBIT 2

### **PART I: AUDIT RELATIONSHIP DETERMINATION**

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

#### **For the purpose of single audit compliance requirements, the Recipient has been determined to be:**

- \_\_\_\_\_ Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- \_\_\_\_\_ Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- \_\_\_\_\_ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- \_\_\_\_\_ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

#### **For other audit requirements, the Recipient has been determined to be:**

- \_\_\_\_\_ Service Organization (SO) subject to SSAE18 reporting requirements

**NOTE:** If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

### **PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

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

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

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

**End of Text**

## **EXHIBIT 3**

### **INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS**

#### **Part I:** Submission to FDOH

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
  - Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1701.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached “Single Audit Data Collection Form.” This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to [SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov) or by telephone to the Single Audit Review Section at (850) 245-4185.

#### **Part II:** Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

#### **Part III:** Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General’s Office

# EXHIBIT 4

## Single Audit Data Collection Form

### Part 1: GENERAL INFORMATION

**1. Fiscal period ending date for the Single Audit.**

Month	Day	Year
/	/	

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

		--							
--	--	----	--	--	--	--	--	--	--

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

**3. ADDITIONAL ENTITIES COVERED IN THIS REPORT**

	Employer Identification #		Name of Entity
		--	
		--	
		--	
		--	

**4. AUDITEE INFORMATION**

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

**5. PRIMARY AUDITOR INFORMATION**

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

**6. AUDITEE CERTIFICATION STATEMENT** – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

**AUDITEE CERTIFICATION** Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Audit Received from Auditor: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Certifying Official: \_\_\_\_\_  
*(Please print clearly)*

Title of Certifying Official: \_\_\_\_\_  
*(Please print clearly)*

Signature of Certifying Official: \_\_\_\_\_



**ATTACHMENT V**  
**Budget Summary Form**

This attachment must be completed in Excel format and is available on the grant website as a supplemental form to the RFA packet. The grant website can be found at:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>

**ATTACHMENT VI**  
**Budget Justification and Narrative Form**

This attachment must be completed in Excel format and is available on the grant website as a supplemental form to the RFA packet. Please make sure all fields are expanded fully so the entire descriptions can be seen when the document is printed. The grant website can be found at:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>

**ATTACHMENT VII**

**This attachment is for reference only. Applicants are not required to submit this section with their application. Following an award, the resulting contract will incorporate this attachment.**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

**RFA #18-007**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Application or Contract Number

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

**ATTACHMENT VIII**

**This attachment is for reference only. Applicants are not required to submit this section with their application. Following an award, the resulting contract will incorporate this attachment.**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS / SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

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**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**ATTACHMENT VIII**

**This attachment is for reference only. Applicants are not required to submit this section with their application. Following an award, the resulting contract will incorporate this attachment.**

- (3) By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the [System for Award Management \(SAM\)](#) database.  
Initials: \_\_\_\_\_ Verification Date: \_\_\_\_\_