

**Florida Department of Health
Division of Disease Control and Health Protection**

RFA17-004

**REQUEST FOR APPLICATION
For Insurance Benefit Management
FY 2018–2023**

**Florida Department of Health
Division of Disease Control and Health Protection**

Vendor Name _____

Vendor Mailing Address _____

City-State-Zip _____

Telephone Number _____

Email Address _____

Federal Employer Identification Number (FEID) _____

Authorized Signature (Manual) _____

Authorized Signature (Typed) and Title _____

NOTE: THE RECEIPT OF SUBMISSION IN RESPONSE TO THIS RFA DOES NOT IMPLY OR GUARANTEE THAT ANY ONE OR ALL APPLICANTS WILL BE AWARDED A CONTRACT WITH THE FLORIDA DEPARTMENT OF HEALTH.

THIS REQUEST FOR APPLICANTS IS NOT SUBJECT TO THE PROVISIONS OF SECTION 120.57(3), FLORIDA STATUTES.

Insurance Benefit Management RFA Timeline

Applicants must adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
Request for Applications Released and Advertised	March 2, 2018	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu And DOH Grants Opportunity Page: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Pre-Application Teleconference	March 6, 2018	March 6, 2018 3:00-5:00 P.M. EST 1-888-670-3525 Conference Code: 8462713655
Submission of Written Questions	March 9, 2018 Prior to 5:00 P.M. E.S.T.	All questions must be submitted electronically to: Debra.Johnson2@flhealth.gov
Responses to Questions Posted	March 15, 2018	Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs_main_menu And DOH Grants Opportunity Page: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Application Due (No Faxed or E-mailed copies of application accepted)	April 2, 2018 by 3:00pm	For U.S. Mail: Florida Department of Health Division of Administration, Bureau of General Services 4052 Bald Cypress Way, Bin B06 Tallahassee, Florida 32399-1734 For Overnight Shipping (Physical Address): Florida Department of Health Division of Administration, Bureau of General Services 4052 Bald Cypress Way, First Floor Tallahassee, FL 32399- 1734
Evaluation of Applications	April 9, 2018	Review and Evaluation of Proposals Begins
Anticipated Negotiations Begin	April 23, 2018	Negotiations and budget revisions for grant awards begins
Anticipated Award Date	May 4, 2018	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu And DOH Grants Opportunity Page: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Anticipated Grant Start Date	August 1, 2018	Selected applicants begin implementing project activities

**THIS REQUEST FOR APPLICANTS IS NOT SUBJECT TO THE PROVISIONS OF SECTION
120.57(3), FLORIDA STATUTES.**

TABLE OF CONTENTS

- 1.0 INTRODUCTION 1
 - 1.1 Program Authority 1
 - 1.2 Notice and Disclaimer 1
 - 1.3 Program Purpose 1
 - 1.4 Available Funding 1

- 2.0 PROGRAM OVERVIEW 1
 - 2.1 Background 1
 - 2.2 Priority Areas 2
 - 2.3 Department’s Goal 2
 - 2.4 Applicant Requirements 2
 - 2.5 Project Requirements 3
 - 2.6 Project Requirements 3

- 3.0 TERMS AND CONDITIONS OF SUPPORT 4
 - 3.1 Eligible Applicants 4
 - 3.2 Eligibility Criteria 4
 - 3.3 Minority Participation 5
 - 3.4 Corporate Status 5
 - 3.5 Subcontracts 5
 - 3.6 Period of Support 5
 - 3.7 Use of Grant Funds 5

- 4.0 APPLICATON REQUIREMENTS 6
 - 4.1 Application Forms 6
 - 4.2 Order of Application Package 6
 - 4.3 Compliant Budget Form and Budget Justification Narrative 6

- 5.0 REQUIRED CONTENT OF THE NARRATIVE SECTION 6
 - 5.1 Project Summary 6
 - 5.2 Objectives 7
 - 5.3 Program Plan 7
 - 5.4 Evaluation Process 8
 - 5.5 Management Plan 8
 - 5.6 Appendicies 8

- 6.0 SUBMISSION OF APPLICATION 8
 - 6.1 Application Deadline 8
 - 6.2 Submission Methods 8
 - 6.3 Mailed or Hand-Delivered Applications 9

6.4 Where to Send Your Application	9
7.0 EVALUATION OF APPLICATIONS	9
7.1 Receipt of Applications	9
7.2 How Applications are Scored	9
7.3 Contract Award	10
7.4 Basis of Award	10
7.5 Funding	10
7.6 Posting of Award.....	10
8.0 REPORTING AND OTHER REQUIREMENTS	10
8.1 Post Award Requirements.....	10

ATTACHMENTS

FLORIDA DEPARTMENT OF HEALTH STANDARD CONTRACT

FINANCIAL COMPLIANCE AUDIT

LOBBYING AND DEBARMENT (federal funds only)

Section 1.0 INTRODUCTION

1.1 Program Authority

Chapter 381, Florida Statutes, section 381.003(1)(b) Florida Statutes and Florida Administrative Code Chapter 64D-4 authorizes the HIV Patient Care Program (PCP).

1.2 Notice and Disclaimer

The contract award will be determined by the Florida Department of Health (the Department) in accordance with this publication based on the availability of funds. The Department reserves the right to negotiate with the applicant prior to the offer of a grant award or execution of the contract. If during the grant funding period the grantor agency or the Legislature reduces or eliminates the authorized funds, the Department may immediately reduce or terminate the grant award by written notice to the selected applicant.. The termination or reduction will not apply to allowable costs already incurred by the selected applicants to the extent that funds are available for payment of such costs.

Note: The receipt of applications in response to this publication does not imply or guarantee that the Department will award a grant or contract with any one or all qualified applicants

1.3 Program Purpose

The PCP is a federally and state funded grant which provides medical care and medication assistance statewide to eligible program applicants. The current PCP offers comprehensive insurance assistance services including coverage of insurance plan premiums and medical visit co-payments and deductibles, to over 10,000 HIV/AIDS clients with private and public insurance in Florida. Through the PCP, the goal is to expand the availability of these comprehensive insurance assistance services to more eligible clients. This expansion will include added coverage for medical visit co-payments and deductibles for clients already receiving premium assistance, and pharmaceutical deductible and copay assistance through the ADAP Premium Plus Program.

The Department is seeking to award a contract to a single applicant to act as an Insurance Benefit Manager (IBM) and Medical Benefit Manager (MBM) for the PCP. The awardee will function as the payment agent for the PCP by coordinating and processing payment for approved insurance plan premiums, medical visit co-payments and deductibles for individuals determined by the Department to be eligible participants in the Ryan White Part B and the PCP approved for assistance with IBM and MBM service deliverables. IBM and MBM services offered through the PCP will be accessible through service providers throughout the state, as well as through each of the 67 County Health Departments.

By contracting with an IBM and MBM, the Department seeks to ensure access to life-saving treatment for qualifying individuals living with HIV and residing in the state of Florida. The purpose of engaging the services of an outside entity is to streamline, enhance, and expand existing payment mechanisms for insurance premiums, medical visit co-payments, and deductibles for enrollees of the PCP.

1.4 Available Funding

The Department has an estimated \$31,220,000 in federal funding and grants, subject to the general revenue, federal and grant appropriations

Section 2.0 PROGRAM OVERVIEW

2.1 Background

The HIV/AIDS Patient Care Program is a federally and state funded program administered by the Department's Division of Disease Control and Health Protection, Bureau of Communicable Diseases, HIV/AIDS Section.

- a. The Program organizes and oversees a statewide comprehensive system of patient care including: direct and supportive care services, medications, and insurance assistance through the AIDS Drug Assistance Program (ADAP), and housing assistance through the Housing Opportunities for Persons with AIDS (HOPWA) Program.
- b. The Department is the Ryan White Part B recipient (grantee) of federal government funds provided under the Ryan White HIV/AIDS Treatment Extension Act of 2009, and receives state of Florida general revenue funds.
- c. The goal of the Department is to provide primary health care and support services to low-income persons living with HIV/AIDS, based on availability, accessibility, and funding in the state of Florida.
- d. The Department works with cities, local health departments, local community-based organizations, and other sub-recipients to provide HIV care and treatment in all 67 counties in the state.
- e. The Department assists both uninsured and insured persons. The Department pays for HIV-related health care and supportive services costs for persons who cannot get or cannot afford insurance. The Department also assists clients who have insurance, including Medicare, Medicaid, private plans, or employer-sponsored plans. The Department pays clients' insurance plan premiums, medical visit co-payments and deductibles, and share of cost for services and medications.
- f. Private health insurance coverage, such as that paid by ADAP Premium Plus, ensures continuity of medical care to insured low-income Floridians with HIV/AIDS at a significant cost savings to the state of Florida.
- g. The Department's mission is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.

2.2 Priority Areas

2.2 The Department intends this grant to provide primary health care and support services to eligible insured low-income persons throughout the state of Florida.

2.3 Department's Goal

The Department's goals include ensuring that the provision of high quality medical care and support services to all eligible persons in the state of Florida. Through the provision of quality medical care and support services to persons living with HIV, these clients can achieve and maintain a suppressed viral load which prevents the further transmission of HIV to others.

Applicant Project Results

The applicant must identify the following anticipated project results that are consistent with the overall program purpose and requirements:

- a. Strategies to address potential barriers to the provision of the services proposed.
- b. A description of plans to collaborate with insurance companies and health care systems to conduct proposed activities.
- c. Lists of intended outcomes or specific changes expected to result from program activities.
- d. A description of activities, actions, and strategies it will undertake to achieve Specific, Measurable, Achievable, Realistic, Timely (SMART) objectives including timelines with beginning and ending dates, and the persons responsible for each activity.
- e. The mechanism to be used to document and measure its progress toward meeting programmatic objectives and program effectiveness. The specific indicators and measures.
- f. The roles and responsibilities of other organizations involved with implementing the project.
- g. A description of how the program will be staffed, (e.g., paid staff, consultants, and subcontracts). Identify the number and type of positions needed, which positions will be full-time and which will be part-time, and qualifications proposed for each position, including type of experience and training required. Applicant must explain how it recruits staff as well as how it procures consultants and subcontractors.

2.4 Applicant Requirements

Applicants should have the ability to meet the requirements of this RFA as follows:

- a. Display the ability to execute a timely and accurate payment process associated with medical insurance premiums, medical insurance deductibles, and medical insurance co-payments, and/or coordination of other applicable benefit coordination and outreach.
- b. Demonstrate the ability to coordinate benefit payments and reimbursements with various payee sources to include, but not be limited to insurance companies, hospitals, clinics, private medical offices, or other closely related public benefit resources requiring payment and reimbursement coordination.
- c. Process a minimum of 3,025 transactions per month dealing with a variety of transaction types (i.e., insurance premium payments, insurance medical deductible and copayment cost shares, insurance reimbursements due to overpayment, and/or other related transaction activities).
- d. Perform accurate and timely claims adjudication verifying client's current insurance status and coverage, and the ability to work with public insurance programs, COBRA, private insurers, and medical providers.
- e. Maintain adequate cash flow to sustain services for 120 days if the program delays reimbursements;
- f. Have related insurance benefit management expertise, such as ability to pay health insurance premium payments on behalf of clients, with varying frequencies (i.e., monthly, or quarterly).
- g. Monitor eligibility of health insurance coverage and notify program staff contacts if they learn that any client no longer meets eligibility criteria, such as no longer living in Florida;
- h. Have related medical benefit management expertise, such as the ability to coordinate timely payments for medical deductible/copayment out-of-pocket responsibilities of program-eligible clients' HIV-related health care costs (medical deductibles/co-payments). The successful applicant will coordinate these payments directly to medical providers, hospitals, clinics, and other health care agents approved by Bureau of Communicable Diseases, HIV/AIDS Section.
- i. Issue all related payments (insurance premiums, medical insurance deductibles, and medical insurance co-payments) within seven business days following authorization by program for disbursement;
- j. Provide updated Explanation of Benefits (EOB) documentation from insurance carriers which will include prescription pickup information to the program.
- k. Provide education to newly insured clients with the following selection of insurance plan design that would best fit the clients need, explanation of benefits, insurance terminologies, the use of insurance cards, selection on in network versus out of network provider usage and insurance plan design that best fits clients need.
- l. Provide exemplary customer service, including a toll-free telephone line for the convenience of program clients;
- m. Plan for business continuity or an emergency response plan with multiple options for differing situations depending on severity of potential events to ensure resuming normal operations within 48 hours;
- n. Operate minimum business hours of 8:00 am to 5:00 p.m., Eastern Standard Time, Monday through Friday, excluding state recognized holidays.

2.5 Project Requirement

Applicants must meet the following requirements to fulfill the goals of this project:

- a. Provide a secure and continuous EDI connection between the IBM and MBM system and PCP's management application system. Ensure a minimum of 99.9 percent uptime is maintained request payment through submission of a properly completed invoice to the Contract Manager within five days following the end of the week that payment is being requested. Submit all invoices on Provider's letterhead, contain a list of all completed deliverables for the invoice period, the amount of each invoice, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind Provider.
- b. Provide supporting documentation; proof of payment (e.g., receipts) for all expenses incurred for which reimbursement is sought.
- c. Make payments upon the receipt, review and approval of deliverables and a properly completed invoice. Submit and receive (but not postmark) invoices within five days following the end of the week for which reimbursement is being requested. Invoices must be supported with appropriate documentation and reports. Late invoices will be subject to financial consequences as specified in final contract award.

- d. Maintain records documenting the total number of participants and names (or unique identifiers) of individuals who benefit from project activities and the date activities were conducted so that an audit trail is available.
- e. Submit a weekly invoice request for reimbursement, by the seventh day of each week following the week of billed service. Submit a weekly invoice request for reimbursement, by the seventh day of each week following the week of billed service. Use the Department's database systems, as appropriate or necessary, for all related activities associated with the daily processing and execution of this contract.
- f. Function as a payment agent towards approved insurance premiums for plans and medical deductible and copayment costs for those individuals determined by the Program to be eligible participants of the Ryan White Part B CARE approved for assistance with IBM and MBM service deliverables.
- g. Manage clients' insurance benefits and eligibility.
- h. Process a minimum of 3,025 transactions per month dealing with a variety of transaction types (i.e., insurance premium payments; insurance medical deductible and copayment cost shares; insurance reimbursements due to overpayment; and/or other related transaction activities);
- i. Perform accurate and timely claims adjudication verifying client's current insurance status and coverage, and ability to work with public insurance programs, COBRA, private insurers, and medical providers.
- j. Maintain adequate cash flow to sustain services for 120 days if program reimbursements are delayed.
- k. Have related insurance benefit management expertise, such as ability to pay health insurance premium payments on behalf of clients, with varying frequencies (i.e., monthly, or quarterly).
- l. Monitor eligibility of health insurance coverage and notify program staff contacts if they learn that any client no longer meets eligibility criteria, such as no longer living in Florida;
- m. Have related medical benefit management expertise, such as ability to coordinate timely payments for medical deductible/copayment out-of-pocket responsibilities of program-eligible clients' HIV-related health care costs (medical deductibles/co-payments). The successful applicant will coordinate these payments directly to medical providers, hospitals, clinics, and other health care agents approved by Bureau of Communicable Diseases, HIV/AIDS Section.
- n. Assist with the coordination of payments for approved clients.
- o. Issue all related payments (insurance premiums, medical insurance deductibles, and medical insurance co-payments) within seven business days following authorization by program for disbursement;
- p. Provide updated Explanation of Benefits (EOB) documentation to the program which will include prescription pickup information.
- q. Provide education to newly insured clients regarding EOB.
- r. Deliver exemplary customer service, including a toll-free telephone line for the convenience of program clients.
- s. Plan for business continuity or an emergency response plan with multiple options for differing situations depending on severity of potential events to ensure the resuming normal operations within 48 hours.
- t. Provide the network of participating Medical Provider electronic real-time notification of critical program information or policy updates at the client's point of sale.

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

The IBM and MBM contract may be awarded to single applicant, entity, or cooperation registered to do business in Florida. The proposal must clearly identify a single MBM lead agency with respect to program accountability and administration..

3.2 Eligibility Criteria

Individuals determined by the Department to be eligible participants of the Ryan White Part B and approved for assistance with IBM and MBM service deliverables.

3.3 Minority Participation

In keeping with the One Florida Initiative, the 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 www.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. 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 individuals.

3.5 Subcontracts

The IBM may subcontract the MBM responsibilities of this grant but must identify the subcontractor in the application. Additionally, the applicant must identify their intent to sub-contract in the proposal. Awardee may not sub-contract any of the proposed services without prior written approval from the Department's contract manager. Awardee must demonstrate, to the contact manager, the procurement method used to secure all sub-contracts and consultant agreements. Consultant and sub-contract agreements will be restricted to no more than 25 percent of the total final award

3.6 Period of Support

Applicant will receive an award ranging from \$15,000,000 to \$20,000,000 in total for direct and indirect costs for a 12-month budget period.

3.7 Use of Grant Funds

Payer of Last Resort

Funds may not be used to provide items or services that have already been paid or can reasonably be expected to be paid by third party payers, including: Medicaid, Medicare, other state or local entitlement programs, prepaid health plans, or private insurance. Part B funds are not used to pay for any Medicaid-covered services for Medicaid enrollees. **Grant funds may be requested to cover cost of:**

- a. Providing medical or clinical services.
- b. Services provided only in an outpatient setting consistent with HRSA and state guidelines.
- c. Clinical service with the licensed provider, approved by a case manager, in which a clinical plan of care exists and the service is allowable and necessary.
- d. Service billing costs that match the agreed or contracted rates in accordance with fee schedules established by local consortium or match reasonable allowable rates in the case of pharmaceuticals.
- e. Clinical services and medications related to HIV and ordered and performed by professionals licensed to perform the service.
- f. Audits of clinical records or charts of a client's treatment plan of care for compliance with state and HRSA standards.
- g. Indirect costs of up to 10 percent of salary and fringe-benefits. However, all indirect costs must be justified and not be a duplication of identified direct costs.
- h. Reviewing and advising on appropriate insurance coverage and evidence of coverage. Providing placement and management of insurance plans and services, including implementation and migration of plans with grant funds provided under this RFA.

Funds may not be used for:

- a. Services provided in an emergency or urgent care, hospital, or any type of inpatient treatment facility.
- b. Payments made directly to clients

- c. Client no-show fees, billing interest or fees, late fees, records duplication, or access fees, unless expressly approved by the Department
- d. Building alterations or renovations
- e. Construction
- f. Direct services (e.g., hiring grant writers to prepare competitive grant applications, supporting direct patient services such as counseling)
- g. Fringe benefits for temporary employees
- h. Fund raising activities

Section 4.0 APPLICATON REQUIREMENTS

4.1 Application Forms

Applicants must use the official form attached to this RFA. Alternate forms may not be used. Applications for funding must address all sections identified below in the order presented and in as much detail as requested. The provision of extraneous information must be avoided. Applicants must adhere to the page limits as identified below.

4.2 Order of Application Package

Applicant’s application package should follow the format and arrangement below:

- a. Word or PDF file format
 - 1. Font Size: 12 point (Arial or Times New Roman)
 - 2. Page Margin Size: one inch
- b. Applicants must complete, sign, and return the “Cover Page” (Attachment 1) with the application. This should be the first page submitted as part of the application.
- c. Project Narrative(Proposal)
 - 1. The Project Narrative should be single spaced
 - 2. The Project Narrative should not exceed the maximum number of pages for each section outlined in Section 5 (if the narrative exceeds the page limit, only the first pages which are written within the page limit will be reviewed).
- d. Budget
 - 1. The budget information must be completed on Attachment 5.
 - 2. The budget narrative is limited to the number of pages outlined in Section 5 and should adhere to the format in Attachment 6 (if the budget narrative exceeds the page limit, only the first pages which are written within the page limit will be reviewed).
- e. Number and label all pages; not to exceed the maximum number of pages where applicable.
- f. Headers should identify each section and footers should include: the name of the organization and page number.
- g. Applicants must submit all required forms and content in one document in the order and format set forth in this RFA.

4.3 Compliant Budget Form and Budget Justification Narrative -4 Page Limit

In addition to filling out the budget form located in the application, a separate budget justification narrative and computation of expenditures must be provided.

Section 5.0 REQUIRED CONTENT OF THE NARRATIVE SECTION

5.1 Project Summary * 1 Page Limit

Applicant will provide a summary of their professional experience of coordinating and managing all payment mechanisms for insurance premiums, medical visit co-payments and deductibles for enrollees. This two-page summary will detail the following:

- a. The organization's background and experience in establishing partnerships and services with other insurance companies and how those partnerships interface with the applicant's organization.
- b. History of working with governmental agencies, insurance companies and others that show experience with the identified gaps and disparities.
- c. Description of the administrative structure of the organization
- d. Description of any agencies or individuals that would be subcontractors, their role in implementation of the project and their experience with similar programs.
- e. The organization's operating hours.
- f. The organization's sustainability plans.

5.2 Program Objectives – 3 Page Limit

The applicant must demonstrate the ability to provide services that fulfill the Department's goals and objectives of:

- a. Providing primary health care and support services to low-income persons living with HIV/AIDS, based on availability, accessibility, and funding in the state of Florida.
- b. Working with cities, local health departments, local community-based organizations, and other sub-recipients to provide HIV care and treatment in all 67 counties in the state.
- c. Assisting both uninsured and insured persons; paying for HIV-related health care and supportive services costs for persons who cannot get or cannot afford insurance. Assisting clients who have insurance, including Medicare, Medicaid, private plans, or employer-sponsored plans. Paying clients' insurance plan premiums, medical visit co-payments and deductibles, and share-of-cost for services and medications.
- d. Provide private health insurance coverage, such as that paid by ADAP Premium Plus, ensures continuity of medical care to insured low-income Floridians with HIV/AIDS at a significant cost savings to the state of Florida.
- e. Ensuring that high quality medical care and support services are provided to all eligible persons in the state of Florida. Through the provision of quality medical care and support services to persons living with the HIV virus, these clients are able to achieve and maintain a suppressed viral load which prevents the future transmission of HIV to others.

5.3 Program Plan:- 3 Page Limit

Applicant must demonstrate the ability to perform the following task throughout the term of the contract, unless otherwise specified.

- a. Provide Medical claim processing and adjudication of medical benefits:
- b. Provide a secure and continuous EDI connection between the IBM and MBM system and ADAP's current management application system. Ensure a minimum of 99.9 percent uptime is maintained. Ensure there are back up mechanisms in place to allow for continued operation of the IBM AND MBM system and support centers (e.g., the Help Desk) in the event of an emergency.
- c. Ensure the EDI connection allows for patient eligibility information to be entered and maintained by the PCP. Allow immediate claim adjudication by private Medical Providers and County Health Department at the point of sale and allow the retrieval of patient information for federal or state reporting requirements as needed.
- d. Ensure network of participating private Medical Providers and County Health are integrated and centralized within the IBM and MBM system.
- e. Allow for the coordination of primary and secondary Medical service claims in real time within the network of participating Medical Providers and County Health.
- f. Verify benefits and eligibility with the client's primary insurance carrier before authorizing medical service requests. Bill secondary claims to the PCP.
- g. Process electronic claim submissions for coordination of benefits (COB) between primary and secondary insurance payers. Coordinate with the Medicare Part D Client's True Out of Pocket facilitator. Ensure accurate processing and coordination of benefits in accordance with all COB provisions of the client's medical plan.

- h. Provide the Department's PCP staff remote web-based access to the IBM and MBM infrastructure that allows them the ability to assist clients in processing their claim.
- i. Provide primary and secondary medical claim information to ADAP's management application system through the EDI connection.
- j. Provide primary medical claim information to the PCP, the client's primary payer covers 100 percent of the cost of the PCP priority area of coverage.
- k. Provide a detailed, mapped recoupment process for instances where other medical coverage for the client has been identified which allows the claim to be reversed and rebilled to other payers and submit it to the Contract Manager within 30 days from the date of contract execution.

5.4 Evaluation Process

Each application response will be evaluated and scored based on the criteria identified in Section 7. Evaluation sheets will be used by the Review Committee to designate the point value assigned to each application. The scores of each member of the Review Committee will be averaged with the scores of the other members to determine the final scoring. Awarding of grant funding will be based on available funding and reviewer scores. The final award amount will be determined through negotiation.

5.5 Management Plan

Discuss relevant qualifications of proposed key staff for the project. Provide a resume for each proposed staff.

Indicate the level of effort for each proposed key staff position (e.g., 50 percent 75 percent, etc.), including pertinent staff provided on an in-kind basis.

Provide position or job descriptions for staff positions, including those to be filled.

5.6 Appendices

Applications should contain the following appendices as applicable and all appendices must be clearly referenced and support elements of the narrative.

Include documentation and other supporting information in this section.

- a. A table of organization or organizational chart (all applicants except individuals).
- b. A current roster of the board of directors, including name, address, and telephone numbers (all applicants except individuals).
- c. Proposed data collection instruments.
- d. No more than a one-page verification of applicant's official status (i.e., Community-Based Organization (CBO), 501(c)(3) etc.) for all applicants.
- e. Letters of agreement, support, or commitment from organizations where program activities will be implemented, detailing the collaborative partnerships. Letters with collaborative partners should identify their role and contribution to the project.

Section 6.0 SUBMISSION OF APPLICATION

6.1 Application Deadline

Applications must be received by 2:00 p.m., Eastern Time, March 1, 2018.

6.2 Submission Methods

Applications may only be submitted by Express Mail.

6.3 Mailed or Hand-Delivered Applications

Applicants are required to submit three copies of their application each in a binder with inserts and a CD with electronic files of all proposals via express/regular mail. The original application must be signed by an individual authorized to act for the applicant agency or organization and to assume for the organization the obligations imposed by the terms and conditions of the grant.

Express mailed applications will be considered as meeting the deadline if they are received by the Office of Contracts on or before **2:00 p.m.** Eastern on **March 1, 2018**. Applications are encouraged to submit applications early. Applications that do not meet the deadline will not be reviewed.

6.4 Where to Send Your Application

Florida Department of Health
Office of Office of Contracts
4052 Bald Cypress Way, Bin B-08 • Tallahassee, FL 32399-1703

Section 7.0 EVALUATIONS OF APPLICATONS

7.1 Receipt of Applications

Applications will be reviewed upon receipt to determine responsiveness and completeness. Applications that are not complete, or not received by the deadline as referenced in this RFA will be considered non-responsive.

Complete applications are those that include the required forms in the Required Forms Section of this application. Incomplete applications, or applications that do not meet the submission requirements will not be evaluated.

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 will be Scored

Applications will be scored by peer reviewers. Reviewers are chosen for their expertise in Ryan White Services and their understanding of the unique health problems and related issues confronted by racial and ethnic minority populations in Florida. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded. The maximum points possible are 100. Scoring will be in the following categories up to the maximum points indicated for each category:

	Maximum Points Possible	Score/Comment
1. Organizational Experience & Structure	25	
2. Objectives	35	
3. Program Plan	30	
4. Budget Summary and Budget Narrative	10	
TOTAL POSSIBLE SCORE 100		/

7.3 Contract Award

A contract may be awarded to a single applicant, entity or corporation licensed or registered to do business in Florida as services are required for all 67 counties within the state. The application must clearly identify a single or subcontracted MBM lead agency with respect to program accountability and administration. Subcontracts and consultants are allowed under this contract. However, they are accountable to the Applicant for the management of any funds received.

7.4 Basis of Award

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

7.6 Posting of Award

Awardee will be notified via both electronic email and registered mail.

Section 8.0 REPORTING AND OTHER REQUIREMENTS

8.1 Post Award Requirements

Applicant will need to provide the following required documentation:

- a. A detailed description of applicant's corporate structure (private, public, or not-for profit), including resume of management staff and staff identified to be client liaison.
- b. A description of how this contract will be incorporated into the current operations, including staffing requirements and a résumé of client liaison.
- c. A history, mission statement, and sources of revenue or funding.
- d. A description of accounting, bookkeeping and auditing system and experience, include length of time (number of days) needed to create a voucher and issue a check, include information on your internal auditing system.
- e. A copy of the most recent and previous year's financial statement.

ATTACHMENTS

Florida Department of Health Standard Contract- Applicants who are awarded this grant are required to sign the Standard Contract and its terms are non-negotiable.

Financial Compliance Audit

Lobbying and Debarment forms (federal funds only)

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. 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 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), 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) 413-5519.

- 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.

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. To 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. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary in order for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Within 45 days from the end of each contract year, but no later than submission of the final invoice for that year, 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. 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. To 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 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 defend. **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 of Florida. 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 the 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 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 Florida Administrative Code Chapter 41-2. 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 sections 287.045 and 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through the Department of Management Services, 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 Florida Administrative Code Rule 60A-1.031(2). 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.

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 of Florida. 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 and Discriminatory Vendor

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.

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 under 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 on 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 of Florida'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 Florida Administrative Code Rule 60A-1.006(3). 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: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

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.

FEID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

FINANCIAL AND COMPLIANCE ATTACHMENT

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

1. _____ **Vendor.** Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Provider which is not subject to compliance requirements of the Federal/State program as a result of the contract.
2. _____ **Recipient/Subrecipient of state financial assistance.** 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 state 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 state agency.
3. _____ **Recipient/Subrecipient of federal financial assistance.** 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 state 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.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, subpart F (formerly OMB A-133) and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this contract, Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of Provider is appropriate, Provider agrees to comply with any additional instructions provided by the Department of Health to Provider regarding such audit. Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if Provider is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, subpart F.

1. In the event that Provider expends \$750,000 or more in Federal awards during its fiscal year, Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. § 200.501. EXHIBIT 1 to this contract indicates Federal resources awarded through the Department of Health by this contract. In determining the Federal awards expended in its fiscal year, Provider 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 by 2 C.F.R. §§ 200.502-.503. An audit of Provider conducted by the Auditor General in accordance with the provisions of 2 C.F.R., subpart F will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-.512.
3. If Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. § 200.501(d) is not required. In the event that Provider 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 C.F.R. § 200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

4. 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 rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not 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 C.F.R. § 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 Provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that Provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Provider (for fiscal years ending June 30, 2017 or thereafter), Provider 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, Provider 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, Provider 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 Provider 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 Provider 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 Provider resources obtained from other than State entities).
4. 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 or not 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 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 Provider'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 Provider'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: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. § 200.512 and section 215.97(2), Florida Statutes, will be submitted by or on behalf of Provider directly to each of the following:
 - A. The Department of Health as follows:

SingleAudits@flhealth.gov

Pursuant to 2 C.F.R. § 200.521, and section 215.97(2), Florida Statutes, Provider 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: Single Audit Review
4052 Bald Cypress Way, Bin B01
Tallahassee, FL 32399-1729.
 - B. 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 C.F.R. § 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/sac/>
 - C. Other Federal agencies and pass-through entities in accordance with 2 C.F.R. §200.331 and § 200.517.
 - D. Additionally, copies of state financial assistance (CSFA) reporting packages required by Part II of this contract shall be submitted to the Auditor General's Office (one electronic and one paper copy of the financial reporting package).
 - The electronic copy should be emailed by or on behalf of Provider directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.
 - Paper copies mail to:
Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
2. 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 C.F.R. § 200.512, Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 C.F.R. § 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 Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

Provider 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. Provider 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

Contract #: _____

EXHIBIT 1

Federal Award Identification #: _____

Department's Federal Award Date: _____ Department's Federal Award Indirect Rate: _____

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 to section 215.97, Florida Statutes or 2 C.F.R. § 200.40: \$ _____

Financial assistance not subject to section 215.97, Florida Statutes or 2 C.F.R. § 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 C.F.R. § 200.306 amounts should not be included by Provider 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 C.F.R. § 200.306 is not considered State or Federal Assistance.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 C.F.R. § 200.500, and/or section 215.97, Florida Statutes, Providers 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. Providers who have been determined to be vendors are not subject to the audit requirements of 2 C.F.R. § 200.501, and/or section 215.97, Florida Statutes. Providers 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, providers 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 an audit, the Provider has been determined to be:

- _____ Vendor not subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- _____ Recipient/subrecipient subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- _____ Exempt organization not subject to 2 C.F.R. § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 C.F.R. § 200.501(h).
- _____ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities and community colleges. Exempt organizations must comply with all compliance requirements set forth within the contract.

NOTE: If Provider 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 C.F.R. § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers 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 C.F.R. 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 C.F.R. § 200.401(5) (c).

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

STATE FINANCIAL ASSISTANCE. Providers 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

Additional guidance may be obtained at [Audit Guidance](#). *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund 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

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 Provider 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: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.
- 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 2015-2016 fiscal year for the City of Gainesville, the document should be entitled 2010 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 or by telephone to the Single Audit Review Section at (850) 245-4185.

Single Audit Data Collection Form

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

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

5. PRIMARY AUDITOR INFORMATION

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

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 C.F.R. § 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: _____

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # _____

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