Florida Department of Health in Monroe County

AREA 11b HIV/AIDS PROGRAM

RFA DOH- 13-015

REQUEST FOR APPLICATIONS FOR

HOPWA CASE MANAGEMENT SERVICES

Applicant Name_____

Applicant Mailing Address: _____

City-State-Zip_____

Telephone Number_____

Email Address_____

Federal Employer Identification Number (FEID)_____

Authorized Signature (Manual)_____

Authorized Signature (Typed) and Title_____

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ATTACHMENT I **EVALUATION OF APPLICATION**

ATTACHMENT II **LOBBYING AND DEBARMENT FORMS (FEDERAL FUNDS ONLY)**

ATTACHMENT III **REQUIRED CERTIFICATIONS**

ATTACHMENT IV **PERSONNEL EXPERIENCE FORM**

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RFA DOH13-015
TIMELINE

SCHEDULE	DUE DATE	LOCATION
RFA Advertised - Released	**1/2/14**	Grant Funding Link: http://www.floridahealth.gov/public-health-in-your-life/administrative-functions/purchasing/grant-funding-opportunities/index.html
Questions submitted in writing.	**1/24/14**	Submit to: Florida Department of Health, Monroe County Attn: Jillian Lorenz P.O. Box 6193 Key West, FL 33041 Email:jillian.lorenz@flhealth.gov
Answers to Questions	**1/31/14**	Grant Funding Link: http://www.floridahealth.gov/public-health-in-your-life/administrative-functions/purchasing/grant-funding-opportunities/index.html
Sealed Applications Due and Opened	**Must be received PRIOR to: 2/10/14**	Submit to: Florida Department of Health, Monroe County Attn: Jillian Lorenz P.O. Box 6193 Key West, FL 33041 Email:jillian.lorenz@flhealth.gov
Anticipated Evaluation of Applications	**2/14/14**	Individual evaluation of applications
Anticipated Posting of Intent to Award	***2/19/14***	Grant Funding Link: http://www.floridahealth.gov/public-health-in-your-life/administrative-functions/purchasing/grant-funding-opportunities/index.html

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Request for Applications (RFA) is to establish a contract for medical case management services to individuals living in Monroe County. This RFA meets the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White) and the State HOPWA Guidelines (2001). Applicant(s) will have a current establishment located within Monroe County to facilitate client case management services.

1.2 Term

It is anticipated that the contract resulting from this RFA shall be for a period of three (3) months with up to three (3) one (1) year renewals. Funding of $120,581.00 has been identified as potentially being available between April 1, 2014 and June 30, 2014.

1.3 Definitions

(1) **"Administrative costs"** mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities as stated in the Task List. Such costs do not include costs directly related to carrying out eligible activities. By statute, HOPWA project sponsor administrative costs are limited to 7% of the portion of the grant amount they receive.

(2) **"Allowable Services"** mean the eligible activities as stated in the Task List as governed by 24 CFR Part 574.300 (b)(1) and (6) by the U. S. Department of Federal Housing and Urban Development (HUD), (effective April 11, 1994); and, the list of HIV/AIDS patient care services administered by the Department of Health, HIV/AIDS and Hepatitis Section, all of which are incorporated by reference and available upon request from the Department of Health, HIV/AIDS and Hepatitis Section at 4052 Bald Cypress Way, Bin A09, Tallahassee, FL 32399-1715. The allowable services actually delivered are based on availability, accessibility and funding of the service.

(3) **"APR" means Annual Progress Report.**

(4) **Area 11b Ryan White Service Delivery system:** Network of service providers with agreements to provide Ryan White services in Monroe County.

(5) **"Beneficiary"** means any individual who received HOPWA housing assistance during the operating year and includes all members of the household receiving assistance. Ryan White and PCN Beneficiary mean any individual who received direct and/or supportive services during the operating year.

(6) **"Business hours"** means 8 A.M. to 5 P.M. Eastern Daylight Time Monday through Friday.

(7) **"Calendar days"** counts all days, including weekends and holidays.

(8) **"CAPER"** means Consolidated Annual Performance and Evaluation Report.

(9) **"CAREWare"** means free software provided by the DOH for managing and monitoring HIV/AIDS patient care services.

(10) **"Case Management Services"** means client-centered services focused on maintaining eligible individuals in their home or shifting persons back to a more permanent living situation. Services include HOPWA enrollment, counseling, housing information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing.

(11) **Contract:** the contract that will be awarded to the successful Applicant(s) under this RFA unless indicated otherwise.

(12) **Contract Manager**: an employee of the department responsible for enforcing performance of the contract terms and conditions and serving as a liaison to the provider.

(13) **Contractor** or **Provider:** the business entity to which a contract has been awarded by the Department in accordance with an application submitted by that entity in response to this RFA.

(14) **"Consortia"** means an association of one or more public, and one or more nonprofit private, (or private for-profit providers or organizations if such entities are the only available providers of quality HIV care in the area) health care and support service providers and community-based organizations. Consortia act in an advisory capacity to the state for the purpose of planning and prioritizing the use of Part B (and other patient care) funds; provide a forum for the infected and affected communities, providers and others; and facilitate the provision of coordinated, comprehensive health and support services to people infected and affected by HIV/AIDS.

(15) **"Department," "DOH"** or **"Buyer"** means Department of Health and may be used interchangeably.

(16) **"Eligible Person"** means an applicant who meets all of the criteria under Rule 64D-4, F.A.C.

(17) **"Eligible person as relates to HOPWA"** means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in 24 CFR Part 574.300(b)(1).

(18) **"EMSA"** means areas in the state that receive HOPWA funding directly from HUD and Ryan White funding directly from HRSA.

(19) **"Fair Market Rent"** means the amount of rent required in the particular housing market area in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. This Fair Market Rent includes utilities (except telephone). Separate Fair Market Rents will be established by HUD for dwelling units of varying sizes (number of bedrooms) and will be published annually in the Federal Register.

(20) **"Family"** means a household composed of two or more related persons. The term family also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

(21) **"FTTY" means First Time This Year.**

(22) **"Grantee"** means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

(23) **"Housing Opportunities for Persons with AIDS (HOPWA)"** means the federal program designed to directly address the housing needs of individuals living with HIV/AIDS.

(24) **"IDIS"** means Integrated Disbursement and Information System.

(25) **"Low Income"** means a person whose household income is at or below the maximum allowable amount as defined in Rule 64D-4, F.A.C.

(26) **Mandatory Requirement** or **Minimum Requirements:** the Department's established requirements with respect to applications to be submitted by Applicant(s). The use of "shall," "must," or "will" (except to indicate simple futurity) in this application indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the application or termination of the Contract/Direct Order.

(27) **Minor Irregularity:** used in the context of this application and perspective Contract/Direct Order, indicates a variation from the application terms and conditions which does not affect the price of the response, or give the applicant(s) an advantage or benefit not enjoyed by other Applicant(s), or does not adversely impact the interests of the Department.

(28) **"PHP"** means Permanent Housing Placement and does not exceed 2 months of rent costs, including security deposits and fees. This is a supportive service**.**

(29) **"Program"** means the Department of Health, HIV/AIDS and Hepatitis Program.

(30) **"Project Sponsor"** means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under 24 CFR Part 574. For the purpose of this contract, the project sponsor shall be referred to as "provider".

(31) **"STRMU"** means Short-Term Rent, Mortgage and Utility and does not exceed 21 weeks in a 52 week period

(32) **"Transitional Housing"** means short-term housing not to exceed 60 days in 6 months (e.g., hotel/motel, housing rooms), and is a supportive service.

(33) **"TBRA"** means Tenant-Based Rental Assistance.

(34) **Vendor Bid System and VBS:** the state of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1 Scope of Service

The services to be provided under the resulting contract include the following:

HOUSING CASE MANAGEMENT SERVICES,
Applicants must make available appropriate supportive services to eligible individuals, either directly or through referrals. Supportive Services may be provided either in conjunction with HOPWA housing assistance or as a stand-alone service (Supportive Services Only) and all income-eligible, HIV positive individuals are eligible. Services and referrals must be documented and tracked in the client's Comprehensive Housing Plan.

Key case management activities include:
 Initial assessment of the client's needs
 Development of individual case plan for clients, including affordable stable housing, supportive services, and medical care
 Coordination of services to implement an individual case plan
 Routine client and case-manager engagement to monitor client progression with individual case plan
 Re-evaluation of client case plan as needed

The Housing Opportunities for Persons with AIDS (HOPWA) program is the Federal program designed to directly address the housing needs of individuals living with HIV/AIDS. Successful applicant will include services through both STRMU and TBRA programs. The intent of HOPWA Services is to provide allowable services to eligible persons through:

- Proper fiscal management
- Proper eligibility determination
- Proper service access
- Proper documentation
- Utilization of the State CAREWare database
- Participation in local Continuum of Care planning process
- Establishing or maintaining a stable living environment
- Fostering long term solutions to housing problems of eligible persons
- Improving access to HIV treatment and other healthcare support
- Reducing the risk of homelessness among people living with HIV/AIDS and their families

OTHER SERVICES

Awarded vendor will be required to pay select landlords on an emergency basis or when there is a situation where immediate payment will prevent a detrimental outcome for the client. Awarded vendor will also be funded for the following line items to ensure stable housing for clients: administration, short-term rent, short-term mortgage, short-term utilities, short-term supported housing (transitional housing), permanent housing placement (supportive service), housing case management (supportive service), resource identification, and tenant-based rental assistance (TBRA). Applicant will have a current establishment located within Monroe County to facilitate client case management services.

Services are being sought in Area 11b: Monroe County:

NOTE: Applicant(s) can provide an application for HOPWA in Area 11b.

HOPWA
TABLE 1

Areas	Approximate number of clients currently served
Area 11b: Monroe County	60

2.2 Programmatic Authority

The provider must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following: The HIV/AIDS and Hepatitis Section is governed by Chapter 381, Florida Statutes, entitled Public Health and more specifically Section 381.003, Florida Statutes, entitled Communicable Disease and AIDS Prevention

and Control. Additionally, portions of this program are also governed by Florida Administrative Code 64D-4, entitled "Eligibility Requirements for HIV/AIDS Programs."

2.3 Major Program Goals

The intent of this application request is to provide allowable services to eligible persons by:

1. Establishing or better maintaining a stable living environment
2. Fostering long-term solutions to housing problems of eligible persons
3. Improving access to HIV treatment and other healthcare support
4. Reducing the risk of homelessness among people living with HIV/AIDS and their families

2.4 Client General Description

"HOPWA Client" is defined as an eligible person with acquired immunodeficiency syndrome or related diseases who is a low income individual and/or the person's family.

2.5 Programmatic Information

HOPWA Regulations 24 CFR 574 provides the requirements and framework for the HOPWA Program. NOTICE CPD 06-07 provides standards for HOPWA short-term rent, mortgage and utility payments and connections to permanent housing.

2.6 Client Eligibility

All clients requesting services shall be determined eligible based on Chapter 64D-4, Florida Administrative Code. There are two basic elements of HOPWA eligibility: the household has at least one person who has HIV/AIDS with proper medical documentation and total household income is less than 80% of the area median income (AMI), as defined by HUD.

Client Determination

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

2.7 Client Contract Limits

There is no limit to the number of clients to be served. Services to clients are limited and subject to the availability of funds at the time of contract.

2.8 Task List

The successful applicant shall provide and/or procure housing and support services to HIV/AIDS infected individuals to improve quality, availability, and facilitate collaboration of HIV/AIDS services within the designated area to improve the overall health of individuals living with HIV/AIDS. Activities shall include the following.

b. Successful applicant must:

(1) Adhere to the Florida HIV/AIDS Patient Care Eligibility Procedures Manual. http://www.doh.state.fl.us/Disease_ctrl/aids/care/Eligibility_Manual_B.pdf

(2) Adhere to Florida HIV/AIDS Case Management Operating Guidelines. http://www.doh.state.fl.us/disease_ctrl/aids/care/Manual.pdf

(3) Adhere to HOPWA reporting requirements as identified in Attachment V.

(4) Enter defined data variables in state CAREWare for each client as described in the HOPWA reporting requirements. http://www.doh.state.fl.us/Disease_ctrl/aids/care/AIMS.pdf

(5) Adhere to 24 CFR PART 574, HOPWA Regulations 24 CFR 574, which provides the requirements and framework for the HOPWA Program.

(6) Adhere to NOTICE CPD 06-07, which provides standards for HOPWA short-term rent, mortgage and utility payments and connections to permanent housing. **Note**: HOPWA Notices are issued by for all respondents.

(7) Adhere to THE HOPWA GRANTEE OVERSIGHT GUIDE which provides the provider with an understanding of the various federal laws and regulations that govern the use of HOPWA resources, while providing guidance and tools to conduct compliance reviews and identify corrective actions, as needed.

(8) Ensure case management file reviews are conducted.

(9) Ensure client satisfaction surveys are conducted and reviewed.

(10) Facilitate the use of state CAREWare for all clients accessing services.

(11) Report to the Department actual accomplishments using the HOPWA Performance Chart no later than 30 days after the Ending Date .

(12) Report to the Department actual amount of leveraged non-HOPWA resources utilized to address needs identified in clients' individual housing service plans no later than 30 days after the Ending Date.

(13) Assign a representative to participate in the local Continuum of Care homelessness planning process. Disseminate information to the local Continuum of Care coordinator about the HOPWA program.

(14) Maintain a directory of available housing providers and financial resources.

(15) Ensure that each applicant's file contains a signed statement from the applicant certifying that they are not subject to a lifetime registration requirement under the state sex offender registration program.

(16) Advise housing providers that the state HOPWA program prohibits the use of funds to house registered sex offenders in accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The provider shall maintain a statement signed by the housing provider certifying that the leasee(s) is not subject to a lifetime registration requirement under the state sex offender registration program.

2.9 Additional Tasks

Any activities, tasks, products or materials that would be reasonably necessary in order for the selected applicant(s) to perform in accordance with the Scope of Services and System Specifications and Tasks sections of this RFA are not considered Additional Services. However, if the Department requests the selected applicant(s) to perform Additional Services ("Additional Task"), the Department shall submit a written request to the selected applicant(s) for implementing the Additional Services ("Task Request").

Additional Services include only services that are outside the Scope of Services and the System Specifications and Tasks sections of this RFA. An Additional Task must be based on (1) changes in the Assumptions pre-determined by the parties or (2) changes in law; and (3) for which the selected applicant(s) can demonstrate the costs were actually incurred, or reasonably anticipate incurring related to the Additional Task.

2.10 Task Limits

The successful applicant shall not perform any tasks related to the project other than those described in Section 2.8 without the express written consent of the department.

2.11 HIPAA Business Associates Agreement

The successful applicant(s) will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information, see **Attachment VIII**.

2.12 Staffing Levels

Each applicant shall include their proposed staffing for technical, administrative, and clerical support, if pertinent, to fulfill the tasks identified in Section 2.8. The successful applicant shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities, if applicable. In the event the department determines that the successful applicant's staffing levels do not conform to those promised in the application, it shall advise the successful applicant in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful applicant shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's contract manager will exercise exclusive judgment in this matter.

2.13 Professional Qualification

The successful applicant(s) will ensure housing case managers possess sufficient education, knowledge, and skills to provide effective services to clients. Supervisors of case managers must have related experience in providing housing case management services; provide routine reviews of housing case management records to facilitate case management duties; provide routine support and supervision; provide interim staff for vacancies and staff on leave. Supervisory experience is preferred but not required. Please refer to Section 2.8, Tasks. The professional qualifications may be found in the body of text for each service area.

2.14 Staffing Changes

The successful applicant shall staff the project with key personnel identified in the applicant's application who are considered by the department to be essential to this project. Prior to diverting any of the proposed individuals the successful applicant shall notify and obtain written approval from the department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with department staff.

2.15 Experience

The response shall include contact information Applicant(s) are required to submit with the application, contact information for three (3) entities the applicant has provided with services similar to those requested in this application. Vendors shall use **Attachment IV**, Personnel Experience Form of this RFA to provide the required information. The Department reserves the right to contact any and all entities in the course of this application evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge.

2.16 Service Delivery Location

Successful applicant must offer services to clients at locations in Area 11b, Monroe County, at a minimum of Monday-Friday, excluding state holidays, from one or more service delivery locations. All service delivery locations shall be accessible through public transportation or successful applicant(s) supplied transportation.

2.17 Service Times

Successful applicant must offer services to clients at locations in Area 11b, Monroe County, at a minimum of 8 A.M. to 5 P.M. Eastern Daylight Time Monday-Friday, excluding state holidays, from one or more service delivery locations.

2.18 Changes in Location

The successful applicant shall notify the department in writing a minimum of one week prior to making changes in location that will affect the department's ability to contact the successful applicant by telephone or facsimile.

2.19 Equipment

Applicants must include any consideration for costs associated with the provision of equipment in the cost application in response to Section 2.8 including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

2.20 Reports

Where the resulting contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The department, at its option, may allow additional time where the successful applicant may remedy the objections noted by the department. The Department may, after having given the successful applicant a reasonable opportunity to complete, make adequate or acceptable, declare this agreement to be in default.

2.21 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful applicant's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract results from this RFA entitles the department to unilaterally cancel the contract agreement.

The successful applicant will be required to promptly notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFA shall be retained by the successful applicant for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful applicant agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the department. Data files will be provided in a format readable by the department.

The successful applicant agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful applicant further agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful applicant of confidential records whether public record or not and promises to defend the department against the same at its expense.

The successful applicant shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

2.22 Outcomes and Outputs (Performance Measures)

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

a. Available to clients eight (8) hours a day

b. HOPWA Monthly Expenditure and Reimbursement Report

c. HOPWA Monthly Demographic Report

d. Client Satisfaction Survey Summary Report

e. Annual Progress Report

f. Provider's disaster response plan

g. HOPWA Case Management File Review Summary Report

h. Resource identification listing.

2.23 Provider Unique Activities

The successful applicant is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 2.8. By execution of the resulting contract the successful applicant recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

2.24 Coordination with Other Entities

The successful applicant(s) will be required to link clients to services in local county health departments, community based organizations, AIDS services organizations, other Ryan White service providers, HOPWA service providers grantees, the local HIV/AIDS consortia, the local Medicaid office

and any other local agency providing client services. Specific failure of other entities does not alleviate the successful applicant(s) from any accountability for tasks or services the successful applicant(s) are obligated to perform pursuant to the contract. This is applicable to housing case management and may be found in Section 2.8 Tasks.

2.25 Department Obligations

The department may provide technical support and assistance to the successful applicant(s) within the resources of the department to assist the successful applicant(s) in meeting the required tasks in Section 2.8 Task List. The support and assistance, or lack thereof shall not relieve the provider from full performance of contract requirements.

2.26 Department Determinations

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

2.27 Financial Specifications

This project is funded through the State HOPWA Program which is funded by the Department of Housing and Urban Development. It is anticipated that the contract resulting from this RFA shall be for a period of three (3) months with up to three (3) one (1) year renewals. Funding of $120,581.00 has been identified as potentially being available between April 1, 2014 and June 30, 2014.

Allowable Costs

1. The Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, is used as a guideline to determine allowable costs.

2. Eligible activities as prepared by HUD in 24 CFR PART 574.300(b) describe allowable services for HOPWA.

The following are unallowable costs under the terms of this RFA:

1. Funds cannot be used to purchase or improve land, or to purchase, construct or permanently improve any building or other facility. A successful applicant cannot pay a mortgage or pay itself rent for the use of a building that it owns.
2. No cash payments to service clients.
3. Funds cannot be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
4. Funds cannot be used for the purchase of vehicles without written Grants Management Officer approval through HRSA.
5. Funds cannot be used for:
   - Non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
   - Broad-scope awareness activities about HIV services that target the general public.
6. Funds cannot be used for outreach activities that have HIV prevention education as their Funds cannot be used for influencing or attempting to influence members of Congress and other federal personnel.
7. Funds cannot be used for out of state travel.
8. Funds cannot be used to pay any costs associated with the creation, capitalization or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium

contributions to existing liability risk pools), or to pay any amount expended by a state under Title XIX of the Social Security Act

9. Funds cannot be used to support employment, vocational or employment-readiness services.
10. Funds cannot be used for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance or license and registration fees.
11. Funds cannot be used for the following activities or to purchase these items:
    - Clothing
    - Funeral, burial, cremation or related expenses
    - Local or state personal property taxes (for residential property, private automobiles or any other personal property against which taxes may be levied) (applicable to HOPWA only)
    - Household appliances
    - Pet foods or other non-essential products
    - Off-premise social/recreational activities or payments for a client's gym membership
    - Purchase or improve land or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility
    - Pre-exposure prophylaxis
12. Funds cannot be used for No-Show fees - Fees charged by a applicant for any service when a RW client did not give prior notice for appointment cancelation. RW funds are for payments for services rendered.
13. Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing services.
14. New construction (for single room occupancy (SRO) dwellings and community residences only).
15. Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs. (Ryan White only).
16. Technical assistance in establishing and operation of a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence.
19. The medical case management line items will only pay salaries, fringe (FICA) and benefits. Indirect costs, which include but are not limited to rent, utilities and supplies, will NOT be funded in service line items. These costs must be included in the administrative costs.

Invoicing and Payment of Invoice

1. Pursuant to Section 287.058, Florida Statutes, all invoices must be submitted in detail sufficient for a proper pre-audit thereof.
2. Contract(s) resulting from this RFA will be a combination of fixed price and cost-reimbursement. The fixed price portion of the contract will apply to all administrative tasks in 2.8, the remainder of the contract will be cost-reimbursement.
   One (1) original invoice should be submitted for payment on resulting contract. All submissions not in compliance with these guidelines will be returned to the applicant(s) for re-submission.
3. The review time for determining the acceptance of deliverables will be in accordance with Department standards. Invoices will be processed only after the Department determines acceptance of the deliverable, and the contract manager signs the invoice. Disputed invoices will be returned to the successful applicant(s) for correction.
4. The successful applicant(s) shall submit the final invoice for payment to Departmental offices no later than 30 days after termination of the contract. If the contractor fails to do so, all rights to payment are forfeited, and the Department will not honor any request submitted after aforesaid time period.
5. All invoices will be in accordance with DOH payment procedures and schedules.

2.28 Recipient/Sub-Recipient of State and Federal Funds

Documentation: Provider is required to maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit I attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support

Provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

1. allowable under the contract and applicable laws, rules and regulations;
2. reasonable; and
3. necessary in order for Provider to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and Provider will timely comply with any requests for documentation.

2.29 Budget Information and Budget Narrative

The proposer(s) must provide a budget and budget narrative (no specific format required) estimating its costs to be incurred to carry out the necessary functions required by the department. The cost application must comply with the requirements presented in this section and must be included as a separate section of the response.

Note: Applicants shall submit a budget and budget narrative (with a detailed justification and breakdown of costs) to include the initial three (3) month period and all (3) three renewal years. Applicant(s) can provide an application HOPWA Services in Area 11b. If a specific line item cost is not funded, applicants must explain.

Funding of $120,581.00 has been identified as potentially being available between April 1, 2014 and June 30, 2014.

The Budget and Budget Narrative are to be included as a separate section in the response. Responses shall contain all information solicited by this RFA. The department is not liable for any costs or expenses incurred by any proposer related to or arising out of the RFA process.

2.30 Responsive and Responsible

The Applicant(s) shall complete and submit the following mandatory information or documentations as a part of the response. Any response which does not contain the information below shall be deemed non-responsive.

- **Title Page**
- **Attachment III**, Required Certifications
- **Attachment IV**, Personnel Experience Form
- Staffing and Organizational Capacity as outlined in Section 2.33 of this RFA
- Management letter (Audit management letter only)
- Proof or non-profit and/or governmental entity vendor designation status (Ryan White and HOPWA only)
- Proof of current liability insurance
- Resumes of critical project/program staff.

2.31 Evaluation of Application

Evaluation criteria have been identified in Section 2.8, Tasks for each service area. However, the evaluation sheet may be found in **Attachment I.**

Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each application. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

The applicant receiving the highest score will be selected for award.

2.32 Description of Approach to Performing Task

The application shall include a section to provide insight into the applicant's approach to providing the services as specified in this application. The applicant will address all areas of work within the Task List. The applicant's technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

- The applicant's demonstrated technical knowledge, expertise and ability to meet the specifications stated in Section 2.8, Tasks.
- Documented successful experience in providing similar services.

2.33 Description of Staffing and Organizational Capacity

The applicant's application must include:

1. A description of the staff who will provide the service, their qualifications, resumes and their phone number; and,
2. A table of organization;
3. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
4. Description of similar projects to the one proposed in the RFA;
5. Documentation of financial stability such as a financial statement or audit;
6. Other information as listed:
    - Proof of non-profit status.
    - Proof of current liability insurance.
    - Letter of support from organizations.
    - Samples of prior work performed.
    - Resumes of critical project/program staff.
    - Civil Rights Compliance.

SECTION 3.0 SPECIAL INTRUCTION TO APPLICANTS

3.1 Instructions For Submitting Applications

Electronic submission of applications is not required and will not be accepted for this application. This Special Instruction takes precedence over General Instruction #3.

- Applications may be sent by U.S. Mail, Courier, or Hand-Delivered to the location as identified in the Timeline.
- Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the application number, date and time of opening, as identified in the Timeline.
- The Department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the applicant to assure their application is submitted at the place and time indicated in the Timeline.
- **Late applications/offers will not be accepted.**

Application for Funding and Order of Submission

1. First Page Cover Page
2. Second and Third Pages Table of Contents
3. Part I Project Narrative (4 pages maximum)

Appendix A Organizational Capacity Documentation

A.1. Table of organization or organizational chart

A.2. Copy of current Certificate of Incorporation from the Florida Department of State (not required for governmental agencies, public schools, school districts and county health departments);

A.3. Current roster of the Board of Directors, including names, addresses, and telephone numbers

A.4. Copy of the management letter from most recent financial audit (not required for governmental agencies, public schools, school districts and county health departments).

A.5. Copy of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources.

Appendix B Budget Allocation

B.1 Budget Information Spreadsheet

B.2 Budget Narrative

Appendix C. Required Forms

C.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts **(ATTACHMENT II)**

C.2. Required Certifications Form **(ATTACHMENT III)**

C.3. Personnel Experience Form **(ATTACHMENT IV)**

C.4. Civil Rights Compliance Checklist **(ATTACHMENT V)**

3.2 Instructions For Formatting Applications

- Applicants are required to complete, sign, and return the "Title Page" with their applications.
- The application should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) letters of reference, with contact information, 5) other support materials.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the applicant but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original application, five (5) copies of the application and all supporting documents must be submitted.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

3.3 Public Records and Trade Secrets

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

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

The Redacted Copy shall be provided to the Department at the same time the applicant(s) submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The applicant(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the applicant(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are

confidential, proprietary, trade secret or otherwise not subject to disclosure. If the applicant(s) fails to submit a redacted copy with its response, all records submitted are public records and the Department shall produce all documents, data or records submitted by the applicant(s) in answer to a public records request.

3.4 Applicants Inquiries

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

Answers to questions submitted in accordance with the RFA Timeline and/or during a pre-apply conference, if applicable, will be posted on the MyFlorida.com Vendor Apply System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health, Monroe County

Attn: Jillian Lorenz

P.O. Box 6193

Key West, FL 33041

Email:jillian.lorenz@flhealth.gov

NOTE: FLORIDA LAW:

Applicant(s) submitting this application or persons acting on their behalf may not contact, between the release of the application and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this application, except in writing to the procurement officer as provided in the application documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes.

3.5 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-application conference, application opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

3.6 Subcontractors

The successful applicant may, only with prior approval of the department, enter into written subcontracts for performance of specific services under the contract resulting from this application. Anticipated subcontract agreements known at the time of application submission and the amount of the subcontract must be identified in the application. If a subcontract has been identified at the time of application submission, a copy of the proposed subcontract must be submitted to the department. No subcontract that the applicant enters into with respect to performance under the contract shall in any way relieve the applicant of any responsibility for performance of its contract responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful applicant shall provide a monthly Minority Business Enterprise Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified MBE participant and a copy must be forwarded to the Contract Manager of the Department of Health. The Department of Health's Minority Coordinator (850-245-4198) and the Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minority subcontractors, as needed.

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, **https://e-verify.uscis.gov/emp,** to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

3.7 Minority and Service-Disabled Veteran Business - Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its applications. Applyders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at http://osd.dms.state.fl.us for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by an applicant in responding to this application.

4.2 Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012. F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website http://dms.myflorida.com/dms/purchasing/myfloridamarketplace/myfloridamarketplace_quick_links/vendors.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM - 5:30 PM Eastern Time) to register.

4.3 Identical Tie Applications

When evaluating vendor responses to applications where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

4.4 Renewal

The contract resulting from this application may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal shall be submitted with the application for evaluation by the Department and shall be based on the available funding and area needs. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

4.5 Verbal Instructions Procedure

No negotiations, decision, or actions shall be initiated or executed by the applicant as a result of any DISCUSSIONS WITH ANY State employee. Only those communications, which are in writing from the Department of Health's Purchasing Office, may be considered as a duly authorized expression on behalf of the State. Only communications in writing will be recognized by the State as duly, authorized expressions on behalf of the applicant.

4.6 Addenda

If the Department of Health finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the application period a written addendum will posted on the MyFlorida.com Vendor Apply System, http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. It is the responsibility of the applicant to be aware of any addenda that might have bearing on their application.

4.7 Unauthorized Aliens

NOTICE TO CONTRACTOR: The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

4.8 Certificate of Authority

All corporations seeking to do business with the State shall, at the time of submitting a application in response hereto, either be on file or apply for registration, with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration or application shall be furnished when submitting the application. Similarly, partnerships seeking to do business with the State shall, at the time of submitting such a application, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the applyder is a corporation or other legal entity. Information and forms may be obtained at: http://www.sunbiz.org.

4.9 Minority Participation

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

4.10 Standard Contract/Purchase Order

Each applicant shall review and become familiar with the department's Standard Contract and/or Purchase Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Purchase Order are non-

negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/purchase order terms and conditions are attachment VI.

4.11 Licenses, Permits, and Taxes

Applicant shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the applicant shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

4.12 Conflict of Interest

Section 287.057(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a application or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information form being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the contact of any specification or procurement standard, rendering of advice investigation, or auditing or any other advisory capacity to constitute participation in drafting of the application acknowledge acceptance on Required Certifications**, Attachment IV**.

4.13 Conflict of Law and Controlling Provisions

Any contract resulting from this RFA, plus any conflict of law issue, shall be governed by the laws of the state of Florida.

4.14 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, **https://e-verify.uscis.gov/emp,** to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

4.15 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.16 Required Certifications

All vendors must sign and return with its response the Required Certifications form, **Attachment IV. Any vendor failing to return the Required Certifications form will be considered non-responsive.**

4.17 W9 Initiative

The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: https://flvendor.myfloridacfo.com/

4.18 Florida Preference

Section 287.084 Florida Statutes or F.S. (if previously defined)is applicable.

287.084 Preference to Florida businesses.—

(1)(a)When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive application and the lowest responsible and responsive apply, application, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive application in which the lowest apply is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive application to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b)Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c)As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2)A vendor whose principal place of business is outside this state must accompany any written apply, application, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a)A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012

Attachment I
Evaluation Criteria

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

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

Points Awarded (Total number of points given by the evaluator)

Note: If a applicant did not provide a application for the services and the area listed below, the evaluator must put **"0"** in the "**maximum # of points awarded**" and in the "**subtotal of points awarded**" for each section.

HOPWA

SECTION 1: GENERAL INFORMATION	**POINT VALUE** **(Maximum # of Points Awarded for this section is 80)**
1. How well does the application provide clear insight into how the applicant will meet the overall requirements as described in the scope of service (4.1) and major program goals (4.3)? **Maximum number of points available: 10**	
2. How well does the application give a comprehensive description of the objectives, activities and deliverables listed in task list (4.8)? **Maximum number of points available: 15**	
3. How well does the application describe knowledge of and experience using the state CAREWare database for HOPWA case management and eligibility (4.3)? **Maximum number of points available: 10**	
4. How well does the application describe how the applicant will provide Resource Identification services for HOPWA? (4.8 & **Attachment II**)? **Maximum number of points available: 5**	
5. How well did the applicant document evidence and knowledge of providing similar related services and tasks (4.15 & **Attachment III**)? **Maximum number of points available: 15**	
6. How well does the application demonstrate information about their company's experience, administrative structure, professional qualifications, table of organization	

and staffing levels (4.12, 4.13, 4.14 & 4.33)? **Maximum number of points available: 10**	
6. How well does the application describe how the applicant intends to provide case management services for HOPWA? (4.8 & **Attachment II**)? **Maximum number of points available: 15**	
SUBTOTAL OF POINTS AWARDED FOR SECTION 1:	

HOPWA SECTION 2: BUDGET AND BUDGET NARRATIVE	**POINT VALUE** **(Maximum # of Points Awarded for this section is 20)**
1. How well does the applicant provide a budget that accomplishes the activities identified in the task list and reflects a cost savings and increased efficiencies to the Department? (4.8 & **Attachment II**)? **Maximum number of points available: 10**	
2. How well does the applicant's budget provide a detailed justification and cost breakdown of all costs associated with fulfilling HOPWA services? **Maximum number of points available: 10**	
SUBTOTAL OF POINTS AWARDED FOR SECTION 2:	

Application Section 1: Points awarded out of a maximum of 80: _____

Application Section 2: Points awarded out of a maximum of 20: _____

TOTAL POINTS AWARDED (out of a maximum of 100): _____

Evaluator Name: _____

Vendor application: _____

Date: _____

Attachment II

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

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

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.

5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.

7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

(3) By initialing, Contract Manager confirms that prospective provider has not been listed in the System for Award Management (SAM) database _____ Verification Date_____

_____ _____
Signature Date

Name _____ Title _____

ATTACHMENT III
REQUIRED CERTIFICATIONS
RFA DOH Area 11b HOPWA CM Services

ACCEPTANCE OF TERMS AND CONDITIONS

I hereby certify that should my company be awarded this contract, it will comply with all the terms and conditions specified in the RFA and contained in the Standard Contract/Purchase Order attached. (Attachment IV, Attachment V).

_____ _____
Signature of Authorized Official Date

STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this application document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant application or offer. This application or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Applicant or Offer or to the provisions of this application or offer.

_____ _____
Signature of Authorized Official Date

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

ATTACHMENT IV

PERSONNEL EXPERIENCE FORM

RFA Area 11b HOPWA CM Services

Vendor's/Applicant's Name: _____

Vendors/Applicants are required to submit with the application, contact information for three (3) entities it has provided with services similar to those requested in this application. The Department reserves the right to contact any and all entities in the course of this application evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency:_____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency:_____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency:_____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

_____

Signature of Authorized Representative

ATTACHMENT V

STATE OF FLORIDA DEPARTMENT OF HEALTH

CIVIL RIGHTS COMPLIANCE CHECKLIST		
Program/Facility	County	
Address	Completed By	
City, State, Zip Code	Date	Telephone

PART I

1. Briefly describe the geographic area served by the program/facility and the type of service provides:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

Part II. Use a separate sheet of paper for any explanations requiring more space.

6. Is an Assurance of Compliance on file with DOH? If NA or NO explain. NA ☐ YES ☐ NO ☐

7. Compare staff Composition to the population. Is staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

PART II.

NA YES NO
12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.
☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?
NA YES NO
If YES, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.
☐ ☐ ☐

14. Is the program/facility physically accessible to mobility, hearing and sight-impaired individuals?
NA YES NO
If NA or NO, explain.
☐ ☐ ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
YES NO
make any necessary modifications? If NO, explain.
☐ ☐

16. Is there an established grievance procedure that incorporates due process into the resolution
YES NO
of complaints? If NO, explain.
☐ ☐

17. Has a person been designated to coordinate Section 504 compliance activities?
YES NO
If NO, explain.
☐ ☐

18. Do recruitment and notification materials advise applicants, employees and participates of
YES NO
nondiscrimination on the basis of disability? If NO, explain.
☐ ☐

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES ☐ NO ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain.

YES ☐ NO ☐

DOH USE ONLY		
Reviewed By		In Compliance: YES ☐ NO ☐
Program Office		Date Notice of Corrective Action Sent
Date	Telephone	Date Response Due
On-Site ☐	Desk Review ☐	Date Response Received

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a county, city or other locality. If the program or facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided such as inpatient health care, refugee assistance, child day care, etc.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the Census containing Florida population statistics. Include the source of your population statistics. (Other races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45CFR80. This is usually a standard part of the contract language for DOH recipients and their sub-grantees.

7. Are the race, sex and national origin composition of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff? Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained.

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation and also through on-site record analysis of persons who applied but were denied services or employment.

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients.

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability.

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.

13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observer for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

    Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.

15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
    - Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.
    - Modify policies and practices that do no meet requirements.
    - Take remedial steps to eliminate any discrimination that has been identified.
    - Maintain a self-evaluation on file.

16. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited.

17. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Section 504 and the ADA.

18. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication.

19. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services.

20. Programs/facilities with 50 or more employees and $50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program.

ATTACHMENT VI

FINANCIAL AND COMPLIANCE AUDIT

THE ADMINISTRATION OF RESOURCES AWARDED BY THE DEPARTMENT OF HEALTH TO THE PROVIDER MAY BE SUBJECT TO AUDITS AND/OR MONITORING BY THE DEPARTMENT OF HEALTH, AS DESCRIBED IN THIS SECTION.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the 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 the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The 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 the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends $500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider <u>all sources</u> 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 OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the provider expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, 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 agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. 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 agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the <u>earlier</u>

of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the 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; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance was awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the 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; the 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 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than $500,000 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 the 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 agreements with the Department of Health shall be based on the agreement'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 agreement. 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 agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement 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 the 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 the 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 agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGS), Tallahassee, FL 32399-1729.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGS), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGS), Tallahassee, FL 32399-1729.

B. The Auditor General's Office at the following address:

Auditor General's Office

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement 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 Auditor General access to such records upon request. The 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

EXHIBIT – 1

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

Federal Program 1_____ CFDA#_____Title_____$_____

Federal Program 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 Sec. 215.97, F.S.: CSFA#_____Title_____$_____

State financial assistance subject to Sec. 215.97, F.S.: CSFA#_____Title_____$_____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. $==========

Matching and Maintenance of Effort *

Matching resources for federal program(s) _____CFDA#_____Title_____$_____

Maintenance of Effort (MOE) _____CFDA#_____Title_____$_____

*****Matching Resources and MOE amounts should not be included by the provider when computing threshold 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 or MOE is not State/Federal Assistance.

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

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 OMB CIRCULAR A-133, AS REVISED, AND/OR SECTION 215.97, FLA. STAT. 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 OMB CIRCULAR A-133, AS REVISED, AND/OR SECTION 215.97, FLA. STAT. 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.

IN ACCORDANCE WITH SEC. 210 OF OMB CIRCULAR A-133 AND/OR RULE 69I -5.006, FAC, PROVIDER HAS BEEN DETERMINED TO BE:

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
_____Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
_____Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [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:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements**
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
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 OMB Circular

A-133 Compliance Supplement, Appendix 1.
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 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:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at http://www.doh.state.fl.us/ by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is neither exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

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 the 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: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGS), Tallahassee, FL 32399-1729.
- Is 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 2009-10 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@doh.state.fl.us 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 INFORMATON

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 OMB Circular A-133 and/or Section 215.97, Fla. 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: _____

Contract # _____

ATTACHMENT VII

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 the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. TO PROVIDE SERVICES IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN ATTACHMENT I.

B. REQUIREMENTS OF §287.058, FLORIDA STATUTES (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. TO THE FOLLOWING GOVERNING LAW

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this agreement includes federal funds and more than $2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 *CFR* part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.

c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."

d. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.

e. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. 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. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which 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. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

j. Provider is required to submit a W-9 to 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 shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

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

D. AUDITS, RECORDS, AND RECORDS RETENTION

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 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 CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

1) allowable under the contract and applicable laws, rules and regulations;
2) reasonable; and
3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi–year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E. MONITORING BY THE DEPARTMENT

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to

the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. INDEMNIFICATION

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS. The provider shall be liable for and shall 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 the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

1. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. INSURANCE

To provide adequate liability 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 by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish 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 where appropriate.

H. SAFEGUARDING INFORMATION

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. ASSIGNMENTS AND SUBCONTRACTS

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall 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 giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. RETURN OF FUNDS

To 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 disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. INCIDENT REPORTING

Abuse, Neglect, and Exploitation Reporting

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

L. TRANSPORTATION DISADVANTAGED

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. PURCHASING

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
   It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
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, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
   The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

   The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. 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 the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement 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.

N. CIVIL RIGHTS REQUIREMENTS

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. INDEPENDENT CAPACITY OF THE CONTRACTOR

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are 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. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the 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 the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. SPONSORSHIP

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and* the *State of Florida, Department of Health.* If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. FINAL INVOICE

To submit the final invoice for payment to the department no more than _____ days after the contract ends or is terminated. If the 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 reports due from the provider and necessary adjustments thereto have been approved by the department.

R. USE OF FUNDS FOR LOBBYING PROHIBITED

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

S. PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact

business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. PATENTS, COPYRIGHTS, AND ROYALTIES

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless 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 the provider. The 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, the 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 the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. CONSTRUCTION OR RENOVATION OF FACILITIES USING STATE FUNDS

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. CONTRACT AMOUNT

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. 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

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or 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 Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor 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 the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. EFFECTIVE AND ENDING DATES

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. TERMINATION

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

C. RENEGOTIATION OR MODIFICATION

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

_____
_____
_____
_____

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

_____
_____
_____
_____

3. The name, address, and telephone number of the contract manager for the department for this contract is:

_____
_____
_____
_____

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

_____
_____
_____
_____

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. ALL TERMS AND CONDITIONS INCLUDED

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

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 officials as duly authorized.

PROVIDER: _____

SIGNATURE:
PRINT/TYPE NAME:
TITLE:
DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:
FEDERAL EID# (OR SSN):
PROVIDER FISCAL YEAR ENDING DATE:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:
PRINT/TYPE NAME:
TITLE:
DATE:

ATTACHMENT VIII
HIPAA BUSINESS ASSOCIATE AGREEMENT
RFA Area 11b HOPWA CM Services

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

This Agreement is entered into between the _____("Covered Entity"), and _____ ("Business Associate"). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information ("PHI") other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
(f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
(g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
(j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
(k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
(l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.
(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

(a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of _____, Florida Statutes. (Program to supply applicable laws related to confidentiality)
(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
    1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
    2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
    3. Furnish certain records for examination, by mail or by hand-delivery.
(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.
The Term of this Agreement shall be effective as of _____, and shall terminate on _____. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
(b) Termination for Cause.
Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business
3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Security Addendum

8.0 Security

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

(a) Security of Electronic Protected Health Information.
Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

(b) Reporting Security Incidents.
1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:
   (a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or
   (b) a successful major
      (1) modification or destruction of the Electronic Protected Health Information or
      (2) interference with system operations in an information system containing the Electronic Protected Health Information.
2. Upon the Department of Health's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor
   (a) modification or destruction of the Electronic Protected Health Information or
   (b) interference with system operations in an information system containing the Electronic Protected Health Information.

(c) Compliance Date.
The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.

(d) Conflicts.
The provisions of this Section 9 will override and control any conflicting provision of this agreement.

(e) Corrective Action:
Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.

(f) Cure:
Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.
(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.
(e) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
(g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.
(i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

_____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

_____

Approved as to form and legality:

_____ Office of the General Counsel

Date: