



Department of Health

BUREAU OF COMMUNICABLE DISEASES
HIV/AIDS SECTION

REQUEST FOR APPLICATIONS (RFA)

DOH RFA # 15-006
Targeted Outreach for Pregnant Women Act

Agency Name: _____

Area(s) to be Served: _____

Annual Amount Requested: _____

Name of Contact Person: _____

Applicant Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____ Fax number _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS APPLICATION, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFA TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Standard Contract (Attachment 4).

Authorized Signature (Manual): _____

Authorized Signature (Typed or Printed) and Title: _____

*An authorized representative is an officer of the Respondent'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 anyone other than the President Chairman or owner.

Disclaimer – NOTE: The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Florida Department of Health.

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

Targeted Outreach for Pregnant Women Act RFA Timeline

Applicants must adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
Request for Applications Released and Advertised	November 10, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Submission of Written Questions	Prior to 5:00 P.M. E.S.T. November 17, 2015	All questions must be submitted electronically to jesse.kemper@flhealth.gov
Responses to Questions Posted	November 20, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Application Due (No Faxed or E-mailed copies of application accepted)	Prior to 3:00 P.M., E.S.T. December 11, 2015	<u>For U.S. Mail:</u> Florida Department of Health HIV/AIDS Section, Prevention Program Jesse Kemper, Perinatal HIV Prevention Program Coordinator 4052 Bald Cypress Way, Bin A09 Tallahassee, Florida 32399-1715 <u>For Overnight Shipping (Physical Address)</u> Florida Department of Health HIV AIDS Section, Prevention Program Jesse Kemper, Perinatal HIV Prevention Program Coordinator 4025 Esplanade Way, HIV/AIDS Section, Third Floor Tallahassee, FL 32399- 1749
Anticipated Evaluation of Applications	December 14, 2015	Review and Evaluation of Proposals Begins
Anticipated Negotiations Begin	January 15, 2015	Negotiations and budget revisions for grant awards begins
Anticipated Award Date	February 1, 2016	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Grant Start Date	July 1, 2016	Selected applicants begin implementing project initiative activities

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SECTION 1.0 INTRODUCTION

1.1 Notice and Disclaimer

Grant awards will be determined by the Florida Department of Health (Department) based on the availability of funds. The Department reserves the right to offer multiple grant awards if it deems it is in the best interest of the state of Florida and the Department. Additionally, the Department reserves the right to negotiate budgetary changes with applicants prior to the offer of a grant award or execution of the contract. Applicants may decline the modified grant award and may request a commensurate modification in the scope of the project.

If during the grant funding period, the authorized funds are reduced or eliminated by the federal grantor agency or the legislature, the Department may immediately reduce or terminate the grant award by written notice to the selected applicants. The termination or reduction, will not apply to allowable costs already incurred by the selected applicants to the extent that funds are available for payment of such costs.

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

1.2 Statement of Purpose

The Department's mission is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.

The purpose of the Department's Targeted Outreach for Pregnant Women Act (TOPWA) program is to prevent substance exposure (e.g. drugs and alcohol) of infants and the transmission of the human immunodeficiency virus (HIV) to enrolled clients and their unborn babies. This will be achieved by targeting and providing outreach to eligible clients who may not seek proper prenatal care, who suffer from substance abuse problems or are HIV infected, and to provide linkage to services and information related to care.

Applicants must provide outreach that is peer based, culturally sensitive, and performed in a nonjudgmental manner, encourage eligible clients of unknown status to be tested for HIV, and educate women not receiving prenatal care as to the benefits of seeking care. The successful applicant must provide HIV-infected eligible clients with information so they can make an informed decision about the use of prescribed medications to prevent the transmission of HIV from mother to child. Applicants must also provide linkages to care for eligible clients with substance abuse and mental health treatment, when available, and act as a liaison with Healthy Start coalitions, the Department's Children's Medical Services, Ryan White-funded providers, and other available Department services.

1.3 Estimated Budget

The Department has an estimated total amount of \$950,000.00 to implement six TOPWA programs. The award for any individual TOPWA program will range from \$100,000.00 to \$175,000.00. There may be up to a 20 percent increase in individual project amounts during the project period. There is no match requirement.

1.4 Qualified Applicants

- 1.4.1 Applicants which have a 501(C)3 non-profit designation in Miami-Dade, Broward, Palm Beach, Duval, Orange, or Hillsborough counties are eligible to apply. In an effort not to duplicate services in any location and to ensure service delivery in the areas of greatest need, the Department reserves the sole discretion to negotiate awards based on geographic coverage, epidemiologic data, competence to achieve the stated goals of the program, and access to the target population. The Department anticipates there will be one TOPWA program per county and an agency may only apply to work in one county.
- 1.4.2 All applicants submitting an application must be registered as a vendor in the state's MyFloridaMarketPlace. For further information please visit: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace.
- 1.4.3 All entities submitting an application for funding are advised that in accepting federal dollars under this RFA, as a sub-recipient, they will be required to comply with all state laws, executive orders, regulations, and policies governing these funds. Applicants that have had contracts terminated or reduced by the Department for reasons other than a mutually agreed upon cause or are classified as a prohibited vendor may be ineligible for funding.

1.5 **Term:** The initial term of any contract resulting from this RFA will be three years, beginning on or about July 1, 2016 through June 30, 2019. Contracts resulting from this grant are renewable for one additional term of three years, as mutually agreed to and depending on performance and availability of funds.

1.6 Definitions

- a) **Adequate Prenatal Care:** Client's prenatal care begun by the fourth month of their pregnancy and attend 80 percent of their recommended prenatal visits.
- b) **Applicants:** As used in the RFA refers to entities that submit an application in response to the RFA and also to applicants that are awarded contracts as a result of this RFA process.
- c) **Eligible Client:** Any pregnant woman at risk for delivery of an HIV-infected or substance-exposed baby.
- d) **Enrolled client:** A pregnant woman with no or inadequate prenatal care who is in need of assistance in accessing prenatal care. Any pregnant woman using drugs or alcohol or who is at risk for HIV infection, and have agreed to participate in the TOPWA program.
- e) **Formative Research:** Research that occurs before a program or strategy is designed and implemented, or while a program is being conducted. Formative research helps agencies understand the attributes and needs of their target populations and to identify and address barriers to successful implementation of a program or strategy.
- f) **Inadequate prenatal care:** Client's prenatal care started after the fourth month of pregnancy or the mother attended less than 50 percent of their recommended prenatal visits.

- g) **Linkage:** The act of assisting a client in accessing a needed service. This may include making the appointment in the presence of the client and accompanying them to the agency or office. Linkage also includes following up to ensure that the needed service was obtained and taking steps to reschedule if necessary.
- h) **Non-Traditional Hours:** Hours outside of 9:00 a.m. to 5:00 p.m., Monday through Friday.
- i) **Referral:** Providing the client contact information for a needed service and then leaving it up to the client to access the recommended service with no further involvement by the referring entity.
- j) **Targeted Outreach:** A systematic attempt to provide services beyond conventional limits and during non-traditional hours, to particular segments of a community.

SECTION 2.0 PROGRAM OVERVIEW

2.1 Background: Pursuant to section 381.0045, Florida Statutes., the TOPWA program was created for the purpose of establishing a targeted outreach program for eligible clients who may not seek proper prenatal care, who suffer from substance abuse problems, or who are infected with HIV, to provide them with linkage to services and information.

2.2 Scope of Service

Funding is available for applicants to provide targeted outreach to identify eligible clients, with priority given to HIV-infected eligible clients in need of linkage services. Successful applicants must demonstrate an ability to collaborate with their local community partners to identify enrolled clients who have not accessed prenatal care or are not maintaining adherence to medical protocols. These may include, but are not limited to, the following:

- a) high-risk obstetrical care providers
- b) sexually transmitted disease clinics
- c) Women, Infant and Children's (WIC) clinics
- d) Healthy Start programs
- e) substance abuse treatment programs
- f) domestic violence shelters

2.3 Programmatic Authority: The successful applicant must comply with section 381.0045, Florida Statutes, other applicable federal and state laws, regulations, action transmittals, program instructions, and the Centers for Disease Control and Prevention (CDC) guidelines.

2.4 Task List

Applicants must describe how it plans to accomplish the following activities:

- 2.4.1 Establish a reciprocal referral relationship with its local high-risk obstetrical provider in order to identify eligible clients who do not maintain adequate prenatal care. This will include the name of the provider, its plan to operationalize the reciprocal referral relationship, and a physical copy of the signed Business Associate Agreement (Attachment

- 5) or Interagency Collaborative Agreement (Attachment 6) to formalize the partnership.
- 2.4.2 Conduct formative research annually, and provide an outreach plan for its TOPWA program every three years. The plan should be reviewed and updated annually as needed.
- 2.4.3 Outreach must primarily be conducted in selected locations based on results of annual formative research to yield the best contact with eligible clients, and should be regularly conducted during non-traditional hours and in non-traditional venues.
- 2.4.4 Provide HIV and pregnancy testing to eligible clients who are of unknown HIV or pregnancy status.
- 2.4.5 Collaborate with the local WIC clinic to identify eligible clients who are in need of prenatal care or to assist in providing follow-up services after delivery.
- 2.4.6 Establish a reciprocal referral relationship with at least one local substance abuse provider that will accept pregnant women on a priority basis when they are actively using alcohol or drugs. Prepare the Interagency Collaboration Agreement with the substance abuse treatment providers. The minimum requirements for this agreement are contained in Attachment 5. If referral process is internal, provide description of process.
- 2.4.7 Establish a reciprocal referral relationship with at least one local mental health provider that will accept pregnant women on a priority basis when in need of acute mental health care. Provide a copy of the Interagency Collaboration Agreement (Attachment 5) with the mental health treatment providers.
- 2.4.8 Provide linkage services to local family planning providers to ensure access to family planning services for enrolled clients who choose a method of birth control for delaying a subsequent pregnancy.
- 2.4.9 Provide linkage services to local family planning providers to ensure access to appropriate reproductive counseling and sterilization procedures for enrolled clients who choose not to have additional children.
- 2.4.10 Provide follow-up services for HIV-exposed newborns of enrolled clients to confirm that they receive the needed virologic testing to determine their HIV status by six months of age. Explain how the local providers will get the names of the HIV-exposed babies and how they will assist families in complying with CDC recommendations for HIV testing for exposed newborns.
- 2.4.11 Collect and report numbers of enrolled clients to determine how many received long-acting reversible contraception or tubal ligations within six months after birth.
- 2.4.12 Applicants in Miami-Dade, Broward, and Palm Beach counties must describe their plan to collaborate with the Department's Perinatal Coordinator and participate in their community-wide perinatal network.
- 2.4.13 Applicants in counties with jails that allow agencies to assist inmates must describe their plan to assist eligible clients incarcerated in their county jail.
- 2.4.14 Assist HIV-infected enrolled clients in maintaining adherence to medical protocols by tracking their attendance at medical appointments and educating them on the benefits of medication adherence.

- 2.4.15 Successful applicants will complete a 31-day Client Satisfaction Survey during the month of March of each contract year. The survey must include a minimum of 75 percent of the average number of clients enrolled per month.
- 2.4.16 Monthly reports reflecting the activity of the program shall serve as an ongoing evaluation.
- 2.4.17 Successful applicants will have a formal Department programmatic evaluation at least one time per year as required by the Department.
- 2.4.18 Invoices submitted monthly must reflect 100 percent of contract funds were spent on allowable costs.

2.5 Reporting: Successful applicants must report monthly at a minimum the following information: demographic information, HIV status of enrolled clients, number of prenatal care visits, follow-up of mothers' participation in family planning services after delivery, and confirmation of HIV status of enrolled clients' HIV-exposed infants.

2.6 Attendance at Department Initiated Meetings: Applicants must have at least two agency representatives attend annual TOPWA meetings, face-to-face or web-based, or receive written prior approval from the Department for an exemption. Travel expenses to attend a face-to-face meetings may be included in the applicant's annual budget. If the meeting is not held, the funds may be redirected to client services.

2.7 Description of Applicant's Approach to performing tasks: Applicants must submit the following information:

2.7.1 Community Need and Risk Factors – limit of 10 pages

- 2.7.1.1 The geographic area or specific community it will serve through the TOPWA program. Applicants in large counties must describe specific boundaries within their communities where they will target their efforts.
- 2.7.1.2 The impact of HIV/AIDS on women in the community, including the demographic breakdown, and community factors that influence the transmission of the virus.
- 2.7.1.3 The impact of substance abuse on women in the community.
- 2.7.1.4 Applicant's plan to integrate TOPWA into the substance abuse rehabilitation or treatment services that are available to chemically dependent women, particularly pregnant women.
- 2.7.1.5 Applicant must submit an outreach plan based on formative research. The outreach plan should describe applicant's methods and the data sources used to identify settings and venues that serve high-risk pregnant women and how they will be recruited for enrollment into the TOPWA program. The outreach plan must describe the applicant's proposed strategy for conducting outreach, specifically, non-traditional outreach (e.g. homeless shelters, bars, red light districts, or motels) to identify the highest risk pregnant women (e.g., high-risk pregnant women currently not receiving

prenatal care or receiving inadequate prenatal care) in the most heavily impacted service area(s). Outreach should be conducted in accordance with the Prevention Program’s Guidelines for Traditional and Internet-based HIV Prevention Outreach. A copy of the guidelines can be found on the Prevention Program’s website, at the following link:
http://www.preventhivflorida.org/Interventions/Outreach_Guidance_FINA_L_01_2012.pdf.

2.7.2 Applicant’s Agency Structure and Strengths – limit of 5 pages.

- 2.7.2.1 Information about the applicant, including history, administrative structure, applicant’s organizational table, mission, vision, goals, and how they relate to TOPWA’s purpose.
- 2.7.2.2 Identify personnel who will implement the TOPWA program, including qualifications, a copy of their resumes, email addresses, and phone numbers. This section must include information about personnel who can address the eligible clients identified in section 2.5 (e.g. staff who are bilingual or reflective of the population.)
- 2.7.2.3 Previous experience in providing services to eligible clients identified in section 2.5. This must include services that focus on the goal of interrupting mother-to-child transmission of HIV.
- 2.7.2.4 Processes that would be used for ensuring internal quality assurance, including the applicant’s protocol for handling potential problems in meeting TOPWA program requirements.
- 2.7.2.5 The plan for orientation and on-going training of staff and volunteers involved in TOPWA program implementation.

2.7.3 Applicant’s Proposed Activities – limit of 10 pages

- 2.7.3.1 Describe applicant’s plan to accomplish the tasks listed in sections 2.4, 2.7 and 2.8.

2.7.4 Applicant’s Collaborations – limit of 4 pages

- 2.7.4.1 Identify existing and planned collaborative efforts with other local public and private agencies, including roles and responsibilities of each collaborative partner.
- 2.7.4.2 Applicants in Miami-Dade, Broward, and Palm Beach counties should detail the plan for integrating services with the Department’s HIV Perinatal Nurse or Coordinator. This position within the local health department will coordinate the array of services available to HIV-infected pregnant women. All applicants should elaborate on their plans to integrate TOPWA services for enrolled clients and their collaboration plans with Healthy Start, WIC, local community agencies, pregnancy

crisis centers, the Regional Perinatal Care Centers (RPICC), and Healthy Families, specifically all eligible clients who are HIV-infected.

2.7.4.3 Provide copies of the Business Associate Agreements (Attachment 4) or Interagency Collaboration Agreement (Attachment 5) from community partners stating their willingness to collaborate on behalf of TOPWA enrolled clients. Attachment's 4 and 5 are not included in the page limit.

2.7.5 Applicant's Budget and Budget Narrative – not included in page limit

2.7.5.1 Provide a detailed line-item annual budget that represents allowable, reasonable costs. Successful applicants may be eligible to spend the same budget utilizing the same awarded funds under this RFA for up to a total of six years (initial 3 years with a possible 3 year renewal).

2.7.5.2 Provide a budget narrative for all expenditures detailing how amounts were determined. Note: all expenditures must be necessary, reasonable, allowable, and related to the TOPWA program's tasks and deliverables, as identified in this RFA.

2.7.5.3 Describe the administrative and fiscal infrastructure that will enable the applicant to track and expend funds in accordance with generally accepted accounting practices.

2.8 Staffing Levels: The successful applicant should include their proposed staffing for programmatic, technical, administrative and clerical support. The successful applicant must maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

2.9 Professional Qualifications: Applicants will be responsible for the staff affiliated with the application, ensuring they have the education, experience, and training necessary to carry out the responsibilities to accomplish the TOPWA programs goals. Persons hired to work through this grant must be familiar and comfortable with eligible client's cultural norms for behavior. The successful applicant is responsible for ensuring that all employees and volunteers receive the Department-approved security training prior to having access to confidential client information.

2.10 Service Location: The successful applicant must indicate that services will only occur within their proposed communities.

2.11 Service Times: Applicants must be able to conduct outreach during non-traditional hours in order to implement the tasks and deliverables identified in the contract. The applicant must specify in their outreach plan how outreach will be conducted and identify the proposed nontraditional hours to accomplish the tasks as specified in the RFA. The successful applicant must remain operational and provide reports for the entire contract period, even if the deliverables are met before the contract ending date.

2.12 Changes in Location: The successful applicant must 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 mail, telephone, or facsimile.

2.13 Equipment: Applicants will be responsible for supplying, at their own expense, all equipment necessary to perform under the contract, including but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

2.14 Financial Specifications

2.14.1 Allowable costs

Allowable costs must be both reasonable and necessary.

Salaries	Based on percentage/time spent working on the TOPWA project.
Fringe benefits	FICA/Social Security, health, life insurance, workman’s compensation, etc.
Local travel reimbursement	In accordance with Florida Statutes (Chapter 112, F.S.)
Conference travel	Customary and reasonable costs, in state (Out of state travel is not allowable under this agreement unless explicitly agreed to by the Department.)
Audit	If required by the department
Phone, fax and Internet costs	Prorated based on total agency costs
Postage and delivery	Prorated based on total agency costs
Marketing	Prorated based on total agency costs
Educational materials/training tools	For contract related topics
Office supplies	As related to the contract
Printing	As related to the contract
Furniture/equipment/computer	As related to the contract, electronic equipment less than \$1,000
Equipment rental/maintenance	As related to the contract
Administrative Expenses (maximum 10 percent of total contract funding)	

2.14.2 Allowable Expenditures: At least one of the following defines allowable expenditures: Reference Guide for State Expenditures, Florida Statutes, Florida Administrative Code, OMB Circulars A-110 – General Administrative Requirements, A-133 – Federal Single Audit, A-122 – Cost Principles for Not-for-profits, A-87 – Cost Principles for State and Local Governments, Federal Public Laws, Catalog of Federal Domestic Assistance, and Code of Federal Regulations.

2.14.3 Unallowable Costs: Pursuant to Rule 3A-40.103, Florida Administrative Code., expenditures from state funds for items listed below are prohibited unless expressly provided by law. The list below is offered solely as a helpful guide and it does not include all unallowable costs. This list does not supersede the federal or state definition of allowable costs. A final decision on allowable costs is based

on federal or state laws and guidelines. Unallowable costs include but are not limited to the following:

- a) Telegrams
- b) Flowers
- c) Presentment of plaques for outstanding service
- d) Decorative items (potted plants, framed artwork, sculpture, etc.)
- e) Greeting Cards: pursuant to section 286.27, Florida Statutes., use of state funds for greeting cards is prohibited

2.14.3.1 **Professional and occupational licenses:**

Unless specifically authorized by law, the following items related to professional and occupational licenses are not allowed and include, but are not limited, to the following:

- a) Professional license fees
- b) Occupational license fees
- c) Drivers license fees
- d) Examination fees for professional, occupational or other licenses required for a person to perform his or her official duties

2.14.3.2 Other non-allowable expenditures include but are not limited to:

- a) Entertainment costs including food, candy, drinks, or decorations
- b) Deferred payments to employees as fringe benefit packages
- c) Severance pay and unearned leave
- d) Capital improvements, alterations, building construction or renovation
- e) Purchase of vehicles
- f) Cash awards to employees or ceremony expenditures
- g) Penalty on borrowed funds or statutory violations or penalty for late/non payment of taxes
- h) Direct client assistance (monetary)
- i) Development of major software program
- j) Personal cellular telephones
- k) Office parties, entertainment costs
- l) Meals not in accordance with section 112.061, Florida Statutes.
- m) Appliances for the personal convenience of the staff including microwave ovens, refrigerators, coffee makers, portable heaters, fans, etc.
- n) Water coolers, bottled water

2.14.3.3 **Federal funding allocated to state agency:** Once federal funding is allocated to a state agency, the Florida Department of Financial Services considers the funding subject to the same standards and policies as funding allocated by the state legislature. The powers and duties of the Chief Financial Officer (CFO) are set forth in Chapter 17, Florida Statutes. Pursuant to section 17.03(1), Florida Statutes., the CFO of this state, is required to use generally accepted auditing procedures for testing or sampling and will examine, audit, and settle all accounts, claims, and demands against the state. Section 17.29, Florida Statutes., gives the CFO the authority to prescribe any rule he or she considers necessary to fulfill their constitutional and statutory duties, which include but are not limited

to, procedures or policies related to the processing of payments from any applicable appropriation.

2.14.3.4 **Payment and Invoices:** Up to a total of \$175,000.00 is available per contract per successful applicant. Unexpended funds from one year cannot be rolled over into the following year. The Department will pay monthly invoices to the successful applicant upon completion of the deliverables through a fixed price or cost reimbursement contract. All invoices will be due within 10 days after the end of the month. A quarterly expenditure report (see sample provided, Attachment 3) must accompany the September, December, March, and June invoices, outlining the total funds expended to date.

2.15 **Financial Consequences:** Monthly deliverables will be assigned a dollar value during the negotiation phase and annually thereafter. For any monthly deliverable not met, financial consequences will be assessed pursuant to section 287.058, Florida Statutes. Deliverables will be based on the tasks listed in section 2.6 of this RFA.

2.16 **Evaluation of Applications**

Responses to the items below will determine the successful applicants. Evaluators are Department employees chosen for their expertise in public health, knowledge of the HIV/AIDS epidemic, and the TOPWA program.

Application Evaluation will be based on a **110 point** total to be applied as follows:

Description of Approach to Performing Task	20 points
Applicant's Agency Structure and Strengths	10 points
Proposed Activities and Formative Research	25 points
Applicant's Collaborations	20 points
Budget	15 points
Letters of Support	10 points
Project Staff Resumes, Table of Organization and Certifications	10 points
Total Points Available	110 points

2.17 **Awards:** The successful applicants will enter into a contract with the Department. The Department reserves the right to revise proposed plans and negotiate final funding prior to finalizing the contract.

2.18 **Submission of Written Questions:** Questions may be submitted in writing via email to Jessie.Kemper@flhealth.gov, per the instructions provided in the timeline. See the timeline for the deadlines for submission of questions and answers. Applicants are encouraged to write "RFA Question" in the subject line of email communications. The submission of written questions is the only opportunity to present questions related to this RFA or to point out any apparent omission or discrepancy. If a discrepancy is noted, the Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFA.

SECTION 3.0 - SUBMISSION OF APPLICATION

3.1 Instructions for Submitting Application

- 3.1.1 Applications must be sent by U.S. Mail, Courier, or hand-delivered to the location identified in Section 3.3. Faxed or emailed applications will not be accepted.
- 3.1.2 **One original and three copies** of each application must be submitted in a sealed box or envelope and shall be clearly marked on the outside with the application number and the name of the applicant. An electronic copy of the proposal is not required.
- 3.1.3 It is the responsibility of the applicant to ensure their application is submitted to the correct office and prior to the deadline identified on page 2.
- 3.1.3 Applications received after the deadline are not eligible for review or consideration.

3.2 Instructions for Formatting Application

- 3.2.1 The cover page on the front of this application (see page 1) is to be completed and used as the cover page for the proposal.
- 3.2.2 The proposal (Sections 1 through 4) must be double spaced and no more than **25 pages**, excluding the following: 1) table of contents; 2) copies of the Business Associate Agreements or Interagency Collaboration Agreements; 3) letters of support for this application (optional); 4) budget and budget narrative and; 5) organization or administrative structure/chart and resumes.
- 3.2.3 Applicants must use Attachment 1 to determine the order that information is presented in the application.
- 3.2.4 Pages must be numbered and a one-inch margin used on all pages.
- 3.2.5 The font must be Arial 11.
- 3.2.6 One original application and three copies of the application, along with all supporting documents, must be submitted in one packet.
- 3.2.7 Materials submitted become the property of the state of Florida and will not be returned. The state reserves the right to use any concepts or ideas contained in the response.

3.3 Where to Send Applications

For US Mail (allow ample time for delivery by the deadline):

Florida Department of Health
Jesse Kemper, Perinatal Prevention Coordinator
Bureau of Communicable Diseases
HIV/AIDS Section
4052 Bald Cypress Way, Bin A09
Tallahassee, FL 32399

For Overnight Shipping (Physical Address):

Florida Department of Health
Jesse Kemper, Perinatal Prevention Coordinator
Bureau of Communicable Diseases
HIV/AIDS Section, Third Floor
4025 Esplanade Way
Tallahassee, FL 32399

- 3.4 **Subcontractors**: Applicants submitting applications through this RFA process may not include subcontracts.

SECTION 4.0 SPECIAL PROVISIONS

- 4.1 **Cost of Preparation**: Neither the Department nor the state of Florida are liable for any costs incurred by an applicant in responding to the RFA.
- 4.2 **Standard Contract**: The successful applicant will be required to sign the Department's standard contract and comply with the applicable provisions stated therein.

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SAMPLE BUDGET

(SAMPLE) TARGETED OUTREACH FOR PREGNANT WOMEN BUDGET – EXPENDITURES FOR YEAR 1	AMOUNT
PERSONNEL	
Program Supervisor .15	\$5,000.00
Linkage Specialist (x2)	\$74,500.00
Clerical support .50	\$14,000.00
Fringe	\$31,500.00
Incentives	\$ 3,000.00
Office supplies	\$ 3,000.00
TOTAL	\$132,000.00
Administrative costs (10 percent of the total contract amount for rent, insurance, utilities etc.)	\$13,200.00
TOTAL	\$145,200.00

ATTACHMENT 2

SAMPLE QUARTERLY EXPENDITURE REPORT

Provider Name: _____

Department contract # _____ CFDA# _____

Financial Report for Primary Prevention Education Activities
For the period of July 1, through June 30

Description of Budget Line Items	Total DOH Cost	Amount Expended 7/1 - 9/30	Amount Expended 10/1 - 12/31	Amount Expended 1/1 - 3/31	Amount Expended 4/1 - 6/30	Balance
Personnel						
Program Supervisor .15	5,000.00	1,745.90				3,254.10
Linkage Specialist (x2)	74,500.00	18,624.25				55,875.75
Clerical Support .50	14,000.00	3,894.22				10,105.78
Fringe	31,500.00	7,528.47				23,971.53
Incentives	3,000.00	741.82				2,258.18
Office supplies	4,000.00	461.17				3,538.83
SUB-TOTAL	\$132,000.00	32,995.83	0.00	0.00	0.00	\$99,004.17
Administrative costs (10% of total to cover rent, insurance, utilities, etc.)						13,200.00
TOTAL						\$112,204.17

See attached report to support noted expenditures

I, _____, certify that these expenses are true, accurate and directly related to this contract.

Date: _____ Printed name of individual signing: _____

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ATTACHMENT 3

Minimum Requirements for Interagency Collaborative Agreements

1. The agreement must specify that the Provider will:
 - a) Provide confidential HIV counseling, testing and linkage services as a registered HIV testing program.
 - b) Provide pregnancy testing to women of childbearing age of unknown pregnancy status.
 - c) Provide HIV awareness and risk reduction education to eligible individuals.
 - d) Provide pregnant women information about the importance of knowing their HIV status and the importance of following medical protocols for pregnant women who are HIV infected.
 - e) Assist enrolled clients in accessing family planning services after the delivery of their baby, if that is the client's choice.
 - f) Assign a designee to facilitate interagency communication relative to this agreement.
2. The agreement must specify that the community agency or county health department agrees to:
 - a) Provide post-test counseling and Partner Services to all clients testing positive for HIV.
 - b) Provide comprehensive Sexually Transmitted Disease services in accordance with Chapter 381, Florida Statutes.
 - c) Request pregnant clients sign a Consent to Release Confidential Information so that relevant health information may be shared with TOPWA.
 - d) Provide appropriate STD or HIV training to TOPWA staff.
 - e) Refer eligible individuals to the TOPWA program for services.
 - f) Assign a designee to facilitate interagency communication relative to this agreement.
3. The agreement should require that all services will be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability.
4. The agreement must require that both parties follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with the requirements of the Department's Information Security Policies, Protocols and Procedures 2010, as amended. Where applicable, both parties will comply with the Health Insurance Portability Accountability Act.
5. The agreement must provide that the parties will comply with Chapter 119, Florida Statutes, with regards to public records.
6. The agreement must be signed and dated by both parties.

Attachment 4

CFDA No.
CSFA No.

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

Client Non-Client
 Multi-County

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

THE PARTIES AGREE:

I. PROVIDER AGREES:

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

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the contract.
2. Federal Law
 - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
 - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts and Cooperative Agreements."
 - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. The Department will consider employment of unauthorized aliens a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a. Such violation will be cause for unilateral cancellation of this contract by the Department. Provider must 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 Provider. Provider must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319 and 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R., chapter 60.
 - h. Provider and any subcontractors must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-8084, 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 a 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, Provider will comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services at 45 C.F.R. parts 160 and 164 promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively "HIPAA."
 - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes must be performed through this website; however, if Provider needs to change its FEID, it must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

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

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

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the Department, Provider will, at its expense, 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. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. 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, if applicable.
6. To ensure these audit and record keeping requirements are included in all approved subcontracts and assignments.
7. If Exhibit 2 of this contract indicates that Provider is a recipient or subrecipient, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each 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.
 - b. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules and regulations;
 - 2) Reasonable; and
 - 3) Necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Financial Report. Within 45 days of end of each year of the contract, submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract. Each report must include a statement signed by an individual with legal authority to bind recipient or subrecipient certifying that these expenditures are true, accurate and directly related to this contract.
 - d. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
8. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that ordinarily and necessarily would be required by 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, Florida Statutes, 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. The Department may unilaterally terminate this contract if Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
9. Cooperation with Inspectors General: To the extent applicable, the Provider acknowledges and understands they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055 (5), Florida Statutes.

D. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients and employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring it, at its sole and exclusive direction, may provide Provider with a written report, require corrective action or take other actions including the withholding of payments, and termination of this contract for cause.

E. Indemnification

1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. Provider's inability to evaluate liability or its evaluation of liability will not excuse Provider's duty to defend and indemnify within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

F. Insurance: To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The Department reserves the right to require additional insurance as specified in Attachment I.

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

H. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
2. Provider will be responsible for all work performed and all expenses incurred with the project. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Provider, at its expense, will defend the Department against such claims.
3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

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

J. Transportation Disadvantaged

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

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc.: Any articles which are the subject of, or are required to carry out this contract will be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and section (4), Florida Statutes. For

purposes of this contract, Provider will 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 will be procured in accordance with the provisions of sections 403.7065 and 287.045, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
 - c. Provider will receive a credit for any Transaction Fee paid by Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of 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 will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

L. Civil Rights Requirements

Civil Rights Certification: Provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider 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 Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

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

O. Final Invoice: To submit the final invoice for payment to the Department no more than ____ days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from Provider and necessary adjustments thereto have been approved by the Department.

P. Use of Funds for Lobbying Prohibited: To comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Public Entity Crime and Discriminatory Vendor

1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

R. Patents, Copyrights, and Royalties

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101 are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance under this contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

S. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the Department's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

T. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT), offered by the Florida Department of Financial Services... Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from the Department of Financial Services.

U. Information Security: Provider must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay Provider for the satisfactory completion of Deliverables in accordance with 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:

- a. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
- b. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
- b. Pursuant to section 215.422, Florida Statutes, the Department has five 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 section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. Vendor Ombudsman: A Vendor Ombudsman has been established within 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 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. PROVIDER CONTRACT TERM

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 will end on _____.

B. Termination

- 1. Termination at Will: This contract may be terminated by either party upon no less than 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. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' notice in writing to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Provider will be compensated for any work satisfactorily completed prior to notification of termination.
- 3. Termination for Breach: This contract may be terminated for Provider's non-performance upon no less than 24 hours' notice in writing to Provider. If applicable, the Department may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

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

D. 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 will 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 Provider's representative responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice must 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 will 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 will remain in full force and effect and such term or provision will be stricken.

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

**BY SIGNING THIS CONTRACT, THE ABOVE
ATTESTS THERE IS EVIDENCE IN THE CONTRACT
FILE**

FEDERAL EID# (OR SSN): _____

**DEMONSTRATING THIS CONTRACT WAS
REVIEWED BY THE DEPARTMENT'S OFFICE OF
THE GENERAL COUNSEL.**

PROVIDER FISCAL YEAR ENDING DATE: _____

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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 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this 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 2 CFR Part §200.500.

1. In the event that the provider expends \$750,000 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 2 CFR Part §200.501. 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 all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 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 2 CFR Part §200.508 - §200.512.
3. If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 2 CFR Part §200.510, 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 earlier 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; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance 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 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy 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 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), 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@flhealth.gov

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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), 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 2 CFR Part §200.512, 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 2 CFR Part §500.512 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

Contract #: _____

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. \$ _____

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

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ _____

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Program: _____ CFDA# _____ Title _____ \$ _____

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, 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 2 CFR Part §200.38, 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 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- ____ Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
- ____ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
- ____ Exempt organization not subject to 2 CFR Part §200 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 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – 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 Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 2 CFR Part §200.400(5) (c).

**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 [FCAM/Single Audit Review section](#) by selecting “Single Audit Review” in the drop-down box at the top of the Department’s webpage. * Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein. Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

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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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 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@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3046.

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

[] []	--	[] [] [] [] [] [] [] []
---------	----	---------------------------------

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

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

	Employer Identification #		Name of Entity
[] []	--	[] [] [] [] [] [] [] []	
[] []	--	[] [] [] [] [] [] [] []	
[] []	--	[] [] [] [] [] [] [] []	

4. AUDITEE INFORMATION

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

5. PRIMARY AUDITOR INFORMATION

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

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR Part §200. 512 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: _____