

# **Systems Change to Increase Chronic Disease Services**

REQUEST FOR APPLICATIONS (RFA)  
RFA # 18-008

## **APPLICATION GUIDELINES**

**FY 2019-2020**

**Florida Department of Health  
Division of Community Health Promotion**

**January 18, 2019**

**Application Deadline:**

**February 28, 2019**

**THIS GRANT OPPORTUNITY IS NOT SUBJECT TO SECTION 120.57(3) FLORIDA STATUTES**

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**TIMELINE**  
**RFA Number 18-008**

Applicants must adhere to the RFA timelines as identified below. It is the applicants' responsibility to regularly check the Vendor Bid System and the Department's website for updates.

<b>SCHEDULE</b>	<b>DUE DATE</b>	<b>LOCATION</b>
Request for Applications Released and Advertised	January 18, 2019	Posted electronically via: <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>  <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
<b>ONLY</b> emailed Submission of Written Questions Accepted	Prior to 12:00 p.m., ET February 7, 2019	Submit questions by email with the subject heading "RFA 18-008 Question" to <a href="mailto:Tamika.Fields@flhealth.gov">Tamika.Fields@flhealth.gov</a> and copy <a href="mailto:Uneeda.Brewer@flhealth.gov">Uneeda.Brewer@flhealth.gov</a>
Responses to All Questions Posted	February 14, 2019	Posted electronically via: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>  <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
<b>ONLY</b> mailed Applications will be Accepted	Prior to 12:00 p.m. ET February 28, 2019	Submit to: Florida Department of Health Office of Contracts RFA 18-008 4052 Bald Cypress Way Bin # B08 Tallahassee, Florida 32399
Anticipated Evaluation of Applications	March 4, 2019	Review and Evaluation of Project Applications Begins
Anticipated Posting of Grant Awards	March 12, 2019	Posted electronically via: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>  <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>

## Section 1.0 INTRODUCTION

### 1.1 Program Authority

The program is authorized by section 385.103, Florida Statutes.

### 1.2 Notice and Disclaimer

Grant awards will be determined by the Florida Department of Health (the Department) in accordance with this publication based on the availability of funds. The Department reserves the right to 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 with applicants prior to the offer of a grant award or execution of the contract. If, during the grant funding period, the authorized funds are reduced or eliminated by the grantor agency or by 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.

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

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.

### 1.3 Program Purpose

The Department is accepting proposals to increase chronic disease services for breast and cervical cancer prevention, colorectal cancer prevention, diabetes prevention and self-management, and cancer survivor support. Florida's aging population is expected to increase the need for access to chronic disease services, including the screening for undiagnosed cancers and activities that improve progression and reduce cancer recurrence risk. Organizations throughout the state work within local health systems to address these growing needs, making coordination between these organizations paramount to reducing the burden of cancer.

Funding is being made available to facilitate health systems change and develop new or enhanced collaborations between partner health systems through adoption of evidence-based intervention (EBI) strategies from the Guide to Community Preventive Services. Applicants awarded for funding will partner with health systems or work internally to implement changes. The changes implemented will improve identification of average and high-risk individuals recommended for chronic disease services and improve referral of average and high-risk individuals to partner agencies for chronic disease services.

## 1.4 Definitions

**Application:** The complete written response of the applicant to the RFA including properly completed forms, supporting documents, and attachments.

**Centers for Disease Control and Prevention (CDC):** An organization under the Department of Health and Human Services that provides funding for this RFA.

**Chronic Disease Impact Measures:** Health outcomes that will be measured following any contractual agreement that stems from this RFA.

**Chronic Disease Services:** Prevention and support services for screening of breast, cervical, and colorectal cancer; diabetes prevention and self-management; and support for cancer survivors, including physical activity support.

**Community Preventive Service Task Force (CPSTF):** An independent, nonfederal panel of public health and prevention experts that provides evidence-based findings and recommendations about community-based preventive services, programs, and other interventions.

**Contract:** A formal agreement or order that will be awarded to an applicant under this RFA, unless indicated otherwise.

**Contract Manager:** An individual designated by the Department to be responsible for the monitoring and management of the resulting Contract.

**Diabetes Self-management:** Programs that help people make good decisions about their health through clinically proven strategies to reduce symptoms and improve quality of life.

**EBI Strategy:** A strategy which adhere to an EBI.

**Evidence-Based Intervention (EBI):** An intervention designed to implement one or more strategies linking public health or clinical practice recommendations to scientific evidence of the effectiveness and other characteristics of such practices recommended by the CPSTF.

**Fecal Immunochemical Test (FIT):** A colorectal cancer screening test that uses antibodies to check for blood in a person's stool.

**Federally Qualified Health Centers (FQHCs):** All organizations receiving grants under Section 330 of the Public Health Service Act. FQHCs must serve an underserved area or population, offer a sliding fee scale, provide comprehensive services, have an ongoing quality assurance program, and have a governing board of directors.

**Florida Cancer Plan:** The state's cancer control and research plan developed by the Florida Cancer Control and Advisory Council pursuant to section 1004.425(4)(a), Florida Statutes.

**Guide to Community Preventive Services:** A free resource for evidence-based recommendations and findings from the CPSTF, which is available at: <https://www.thecommunityguide.org/about/about-community-guide>

**Health System:** A group of independent, interrelated elements (i.e. individuals, institutions, and infrastructures) that form a unified whole to promote and protect the health of people through the implementation of essential public health services.

**Identification (ID) Number:** A number used by the health system to identify data unique to one patient.

**Implementation Plan (IP):** A summary of the formalized strategy adopted by an applicant which outlines action steps that will be taken within the funding period and beyond to increase cancer screening completion and referrals, diabetes prevention, and cancer survivorship.

**Partner Organizations:** Organizations the applicant has partnered with to provide services related to the contract either directly or indirectly.

**Patient:** A person that is receiving medical treatment.

**Patient Reminders:** Written letters, postcards, or e-mails or telephone messages, including automated messages, advising patients that they are due for chronic disease services.

**Plan-Do-Check-Act (PDCA):** A four-step cycle that allows a health system to implement change, solve problems, and continuously improve processes. The cyclical nature allows it to be utilized in a continuous manner for ongoing improvement.

**Policies:** Laws, regulations, and formal rules that are adopted to guide individual and collective behavior within an organization.

**Priority Population:** A population of people recommended for the chronic disease service who will benefit from the intervention. This population could encompass the entire eligible population or be a subset of the eligible population.

**Program Partners:** Organizations including the American Cancer Society, American Diabetes Association, American Association of Diabetes Educators, Cancer Control Collaboratives, Local Health Offices, and Florida Association of Community Health Centers.

**Project:** The project intended for funding through this grant.

**Provider Assessment and Feedback:** Interventions that evaluate provider performance (assessment) in delivering chronic disease services to patients, which are then presented to providers with information about their performance (feedback), sometimes comparing it with a goal or standard.

**Provider Reminders:** A reminder used to inform a health care provider that a specific patient is due or overdue for chronic disease services. The reminder can be provided in different ways such as in patient charts, in patient electronic medical records, or by e-mail.

**Reducing Structural Barriers:** A process using interventions to decrease structural barriers, which are non-economic obstacles that make it difficult for people to access chronic disease services (e.g., inconvenient hours or days of clinical service, transportation costs, unpaid sick leave).

**Small Media:** Videos and printed materials such as letters, brochures, and newsletters that can be used to inform and motivate people to seek out chronic disease services. Small media materials can provide information tailored to specific individuals or targeted to general audiences.

**State Health Improvement Plan:** Statewide plan for public health partners and stakeholders to improve the health of Floridians.

**Systems Change:** Occurs when one or several elements in a system are markedly improved, substantially altering the relationship of elements to one another and the overall structure of the system itself.

**United States Preventive Service Task Force (USPSTF):** An independent, nonfederal panel of public health and prevention experts that provides evidence-based findings and recommendations about national clinical preventive services.

**Vendor Bid System (VBS):** Refers to the state of Florida internet-based vendor information system, which is available at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## 1.5 Available Funding

The funds available under the grant are provided by the CDC. The total funding for this opportunity is based on the chronic disease service category, available for disbursement as follows:

- Breast and cervical cancer prevention: up to two applicants may be funded up to \$40,000 each for up to 24-months.
- Colorectal cancer prevention: up to two applicants may be funded up to \$32,000 each for up to 24-months.
- Diabetes prevention and self-management: up to two applicants may be funded up to \$10,000 each for up to 12-months.
- Cancer survivor support: up to two applicants may be funded up to \$35,000 each for up to 24-months.

Proposals will be awarded to eligible applicants as funding allows. Separate proposals must be submitted if applying for multiple categories.

## 1.6 Matching Funds

In-kind matching of at least five percent of funds is encouraged in the form of free services and non-personnel resources.

## **Section 2.0 PROGRAM OVERVIEW**

### **2.1 Background**

The Department's mission is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards. The Breast and Cervical Cancer Early Detection Program, Comprehensive Cancer Control Program, and Colorectal Cancer Control Program, within the Bureau of Tobacco Free Florida, and the Diabetes Program, within the Bureau of Chronic Disease Prevention, are each funded by a five-year CDC cooperative agreement. The cooperative agreements support program funding with health systems to achieve strategic goals and objectives of state plans, including the State Health Improvement Plan and the Florida Cancer Plan. This funding opportunity seeks to improve goals and objectives related to increasing patient access to chronic disease services.

### **2.2 Priority Health Areas**

This grant is intended to provide chronic disease services for eligible patients for breast and cervical cancer prevention, colorectal cancer prevention, diabetes prevention and self-management, and cancer survivor support, which meet the USPSTF and CPSTF recommendations for disease screening and health systems change.

### **2.3 Program Expectations**

The applicant will be responsible for establishing, maintaining, expanding, or enhancing an infrastructure, partnerships, and agreements. Funding will facilitate the monitoring and adoption of practices that increase chronic disease services as specified in Section 1.5.

### **2.4 Applicant Project Results**

The applicant must identify anticipated project results that are consistent with the overall purpose and requirements, for each grant category as specified in Section 1.5, as follows:

1. Determine eligible populations and baseline rates as follows:
  - a. Use patient records to determine which patients are eligible for receiving chronic disease services as recommended by USPSTF and CPSTF guidelines.
  - b. Establish baseline rates for patients accessing chronic disease services by comparing patients eligible for chronic disease services to patients that received chronic disease services.
  - c. De-identify the data used to establish the baseline rate and establish ID numbers for each eligible patient to protect their personal health information.
  - d. Submit the de-identified data with ID numbers and the baseline rate to the Contract Manager within 45 days from the date of contract execution.

2. Create and submit a communication plan within 45 days from the date of contract execution that outlines how the applicant will coordinate with program partners to provide patient and provider education and resources to expand the project's impact.
3. Evaluate Program Success, Overall Impact, and Longevity as follows:
  - a. Create a project narrative which includes successes and barriers to executing EBI strategies and chronic disease impact measures, such as services provided, staff trained on EBIs, and individual impact of the EBI strategies on the priority population supported.
  - b. Submit supporting documentation with the project narrative, which will include how EBI strategies will continue past the funding period, in-kind resources leveraged during the project period, and any other documentation that can substantiate efforts claimed. Data submitted should be on the individual level and de-identified to protect personal health information and monitored by ID numbers.

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

Applicants should demonstrate achievements from current and prior systems change efforts that required changes to one or several elements within their health system or coordination among multiple health systems. Achievements highlighted should include number of individuals supported, convey how improvements in systems were measured, and identify how changes made were sustainable.

Applicants applying for funds to support implementation within their organization should demonstrate achievements from prior quality improvement projects focused on breast, cervical or colorectal cancer screening, cancer survivor support, or diabetes, if applicable. Achievements highlighted should include how improvements in systems were measured, improvement efforts were monitored, how performance measures changed and improved, and how the changes made were sustained.

## **2.6 Project Requirement**

Key requirements of the project and its impact include the following measures:

1. Establish and update the baseline rate as follows:
  - a. Establish baseline rates as specified in Section 2.4.
  - b. Update the baseline quarterly to assess progress throughout the contract period.
  - c. Update the baseline at the end of the contract to determine the final impact of the project.
2. Implement the EBI strategies throughout the term of the contract.

3. Implement the approved implementation plan at the time of contract execution. (See Section 9.1)
4. Coordinate with program partners.
5. Provide chronic disease support services throughout the term of the contract.
6. Provide technical assistance to partner organizations.
7. Create and submit a communication plan as specified in Section 2.4.
8. Implement the communication plan to provide education and resources. The Department must approve all materials provided.

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

#### **3.1 Eligible Applicants**

In order to be eligible for funding, eligible applicants must currently work within or in partnership with a health system to promote and protect the health of people. County Health Departments are not eligible for funding. Eligible applicants are as follows:

- Federally qualified health centers (FQHCs)
- Hospitals
- Cancer centers
- Primary care organizations
- Community-based organizations

Eligible applicants must be able to demonstrate the internal capacity to identify eligible and priority populations, monitor progress, and provide technical assistance to partner organizations, as applicable.

#### **3.2 Eligibility Criteria**

If an eligible applicant is an FQHC, the applicant must have FQHC status as deemed by Health Resources and Services Administration (HRSA) with no previous or pending conditions.

Cancer prevention applicants providing colorectal cancer screening must currently use or commit to using a Food and Drug Administration (FDA) approved, 1 or 2 sample Fecal Immunochemical Test (FIT) recommended by the USPSTF or a comparable FIT with test performance quality approved by the Department.

#### **3.3 Minority Participation**

In keeping with the One Florida Initiative, the Department of Health encourages minority business participation in all its procurements. Applicants are encouraged to contact the Office of Supplier Diversity at 850-487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on

becoming a certified minority or for names of existing certified minorities who may be available for subcontracting or supplier opportunities.

### **3.4 Corporate Status**

For all corporate applicants, proof of corporate status must be provided with the application. Tax-exempt status is not required, except for applications applying as non-profit organizations. Tax-exempt status is determined by the Internal Revenue Service (IRS) Code, Section 501(c)(3). Any of the following is acceptable evidence:

- a. A statement from a state taxing body, State Attorney General, or other appropriate state official, certifying that the applicant has a non-profit status and that none of the net earnings accrue to any private shareholders or individuals.

### **3.5 Non-Corporate Status**

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

### **3.6 Period of Support**

The awarded applicant(s) will receive an award, as specified in Section 1.5, as follows:

- (1) For breast and cervical cancer prevention, each vendor will be funded up to \$40,000 in total costs (direct and indirect) for a budget period up to 24 months (July 2019 to June 2021).
- (2) For colorectal cancer prevention, each vendor will be funded up to \$32,000 in total costs (direct and indirect) for a budget period up to 24 months (July 2019 to June 2021).
- (3) For diabetes prevention and self-management, each vendor will be funded up to \$10,000 in total costs (direct and indirect) for a budget period up to 12 months (July 2019 to June 2020).
- (4) For cancer survivor support, each vendor will be funded up to \$35,000 in total costs (direct and indirect) for a budget period up to 24 months (July 2019 to June 2021).

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

Applicants must provide a detailed description of how the funds will be used. Costs not allowed for this program (in addition to those listed below) may be found at [http://www.myfloridacfo.com/aadir/reference\\_guide/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf)

**Grant funds may be requested to cover cost of:**

- Personnel to implement the project
- Minor software upgrades for the monitoring and evaluation of the project
- Materials and supplies
- Travel expenses to support the project

**Funds may not be used for:**

- Building alterations or renovations
- Cancer screening
- Cancer treatment
- Construction
- Direct services (e.g., hiring grant writers to prepare competitive grant applications, supporting direct patient services such as counseling)
- Equipment
- Food or beverages
- Fringe benefits for temporary employees
- Fund raising activities
- Grant writing services
- Medical supplies
- Political education or lobbying
- Research
- Any other expenditures not authorized by law

## Section 4.0      **APPLICATON REQUIREMENTS**

### 4.1      **Application Forms**

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

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

Provide the following items in the following order in the application package. All items in bold can be found in the application package.

- Cover Page
- Table of Contents
- **Project Narrative** (see Section 5.1 of this application)
- **Project Summary** (see Section 9.1 of this application)
- **Budget Information Forms** (see Section 9.2 of this application)
- Detailed Budget Justification Narrative (see Section 9.3 of this application)

**Note:** If funding is requested in an amount greater than the ceiling of each category specified in Section 1.5, the application will be considered non-responsive and will not be entered into the review process. The application will be returned with notification that it did not meet the submission requirements.

- **Personnel Form** (see Section 9.4 of this application)
- Documentation that verifies official status of CBO (Community-Based Organization) (501(c)(3) status) (if applicable)
- Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes (if applicable)

- Letter(s) of support or commitment to the proposed project from an authorized official such as the Administrator or Director of the local health office are required for the Colorectal Cancer Control Program
- **Scrutinized Companies Form** (see Section 9.5 of this application)

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

In addition to filling out the budget form (see Section 9.2 of this application), a separate budget justification narrative and computation of expenditures must be provided, as outlined below.

- Personnel cost by position supported
- Costs for system enhancements which facilitate the collection and monitoring of populations supported through this project
- Cost itemized by sub-contracted entity
- In-kind funds and non-personnel resources leveraged by type: meeting or conference support, media and publishing, printing, supplies, travel, other (specify)

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

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

#### **5.1 Project Summary**

The applicant Project Summary must include a Project Narrative and Implementation Plan (IP). The Project Narrative should be no more than **3 pages in length, double spaced in a 12 point, Times New Roman font**. The IP must be in the format provided in Section 9.1 and include at least two recommended EBI strategies from the USPSTF and CPSTF guidelines.

The applicant should specify within their Project Summary, how the EBI strategies supported through funding will demonstrate short term impact within the grant period as well as potential for long term sustained impact through specific, measurable, achievable, realistic, and time-bound (SMART) objectives.

**Note:** Page limit applies only to the Project Narrative. The required forms are not included in the page limit (See section 9.1).

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

The applicant will define the need for services by estimating the number of patients eligible for chronic disease services and the use of chronic disease services within their health system. The applicant will provide a description of the current organizational infrastructure including policies and procedures, clinic sites, political and organizational climate; description of possible barriers and challenges to implementation of the EBI strategies; and a list of resources available for implementation of the EBI strategies.

### 5.3 **Objectives**

The aim of this funding is to increase the demand for and use of chronic disease services: cancer screening services, access to services which support cancer survivor's treatment and recovery, and access to chronic disease services for diabetes prevention and self-management. By the end of the grant period, awarded applicant should be able to show how patients eligible for chronic disease services are better identified and referred to services.

### 5.4 **Evaluation Plan**

The evaluation plan must define how challenges will be identified and addressed and determine how progress measured through evaluation will be shared with partner organizations involved in the implementation of the project.

The evaluation plan must describe:

- Expected result (i.e., a particular impact or outcome) for each major objective and activity;
- Intervals for measuring project progress;
- Process for sharing evaluation results with partner organizations;
- Potential for replication; and
- The CDC Program Evaluation, which is available at [cdc.gov/eval/framework/index.htm](http://cdc.gov/eval/framework/index.htm).

Evaluation activities are expected to be implemented at the beginning of the program to capture and document actions contributing to program outcomes. The evaluation must measure results that demonstrate whether and how the strategies and activities funded under the program made a difference in the improvement in access to care services and the elimination of health disparities.

### 5.5 **Management Plan**

Administration and management strategies that will be used in the grant must include or indicate the following:

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

### 5.6 **Appendices**

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

- Partner agreements
- Letters of support
- Sample data collection instruments
- Proposed timeline for project

## **Section 6.0 SUBMISSION OF APPLICATION**

### **6.1 Application Deadline**

Applications must be received by 12:00 p.m., Eastern Time on February 28, 2019.

### **6.2 Submission Methods**

Applications may only be submitted by regular or express mail. A separate application must be submitted for each chronic disease service category as specified in Section 1.5. Hand-delivered, emailed, or faxed applications will not be accepted. The Department is not responsible for improperly marked applications.

### **6.3 Mailed Applications**

Applicants are required to submit two copies of the application via express or regular mail. A separate application must be submitted for each chronic disease service category as specified in Section 1.5. The original application must be signed by an individual authorized to act for the applicant agency or organization and to assume for the organization the obligations imposed by the terms and conditions of the grant.

Mailed applications will be considered as meeting the deadline if they are received by the Office of Contracts on or before 12:00 p.m., Eastern Time, on February 28, 2019. Applications are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread.

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

Mailed Applications:  
Florida Department of Health  
Office of Contracts  
4052 Bald Cypress Way Bin # B08  
Tallahassee, Florida 32399

## **Section 7.0 EVALUATIONS OF APPLICATIONS**

### **7.1 Receipt of Applications**

Applications will be screened upon receipt. Applications that are not complete, or that do not conform to or address the criteria of the program will be considered non-responsive. Complete applications are those that include the required forms in the Required Forms Section of this RFA (see Section 9.0). Incomplete applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

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

## **7.2 How Applications are Scored**

Applications will be scored by the Evaluation Committee in the areas indicated below. The raw scores in each evaluation area from each committee member will be averaged together. These average scores will be added to determine each application score. Applications for each chronic disease service category will be scored separately.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Health System Assessment – Section 7.2.1.	30
Project Description– Section 7.2.2.	20
Plans for Partner Communications, Management, and Evaluation – Section 7.2.3.	20
Action Plan – Section 7.2.4.	30
<b>TOTAL MAXIMUM POINTS POSSIBLE</b>	<b>100</b>

Applicants will be scored based on their ability to meet the scope of this RFA based on the following criteria established in the submitted IP:

### **7.2.1. Health System Assessment (See Part I of Section 9.1)**

- Current health system environment including existing policies and procedures, number of clinic sites, and organizational culture
- The health system processes and practices that require intervention throughout the health system in order to increase access to chronic disease services
- The identification of possible barriers and challenges to the implementation of EBI Strategies
- The resources available for implementation of EBI Strategies

### **7.2.2. Project Description (See Part II of Section 9.1)**

- Use of "SMART" objectives
- Rationale for the intervention approaches selected

### **7.2.3. Plans for Partner Communications, Management, and Evaluation (See Part III of Section 9.1)**

- Process for collaborating to collect baseline and annual data, including a clinic-level chronic disease service rate
- Plan to monitor timeliness and completion of objectives and tasks, resolve issues, and document success
- Plans to retain program partners
- Plans to promote continued implementation, monitoring, and evaluation post-partnership

#### **7.2.4. Action Plan (See Part IV of Section 9.1)**

- Project description and justification
- Baseline number for eligible population and number for priority population
- Budget item and description.

### **7.3 Grant Awards**

A grant may be awarded to one or two applicants for each chronic disease service category as specified in Section 1.5 based on the availability of funds.

### **7.4 Award Criteria**

Funding decisions will be determined by the Program Administrator and Director under consideration of the recommendations and ratings of the evaluation committee. Funding an award determination is at the discretion of the Department.

### **7.5 Funding**

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

### **7.6 Posting of Awards**

Awards will be listed on the website at: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) on or about March 12, 2019.

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

### **8.1 Post Award Requirements**

Funded applicants will be required to comply with the following:

- Deliverables in accordance with the Attachment I.
- Performance Measures pursuant to section 215.971(b), Florida Statutes
  - The resulting Contract must contain performance measure which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.
- Financial Consequences pursuant to section 215.971(c), Florida Statutes
  - The resulting Contract must contain financial consequences that will apply if Applicant fails to perform in accordance with the Contract terms.
  - The financial consequences will be established based on final determination of the performance measures and Contract amount.
- Participation requirements in health systems training with the program partners, as applicable.

The Department reserves the right to evaluate the organization administrative structure, economic viability, and ability to deliver services prior to final award and execution of the contract.



# Florida Department of Health Health System Implementation Plan

Chronic Disease Service Category: **Choose an item.**

<b>Health System Name</b>	Click here to enter text.	<b>Implementation Period</b>	Click here to enter text.
<b>Health System Point of Contact</b>	Click here to enter text.	<b># of Clinics Participating in EBI Strategy Implementation</b>	Click here to enter text.

## I. HEALTH SYSTEM ASSESSMENT

### *Current Health System Environment*

*Briefly describe the current environment: internal/external (e.g., number of clinic sites, existing policy and procedures, and organizational culture). Describe the eligible patient population and the priority population, if applicable. Provide baseline rates for the chronic disease service (cancer screening or referral rate, diabetes prevention and self-management rate, etc.).*

Click here to enter text.

### *Description of Intervention Needs*

*Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase access to chronic disease service. Note if there are differences by clinic.*

Click here to enter text.

### *Potential Barriers and/or Challenges*

*Briefly describe any potential barriers or challenges to implementation of the EBI Strategies. Note if there are differences by clinic.*

Click here to enter text.

### *Implementation Resources Available*

*List or summarize the resources available to facilitate successful implementation of the EBI Strategies (e.g., EHR system, partnership with CHW organization). Note if there are differences by clinic.*

Click here to enter text.

## II. PROJECT DESCRIPTION

### Objectives

List your program objectives for this health system partnership using specific, measurable, achievable, realistic, and time-bound (SMART) language. To learn more about creating SMART objectives visit [cdc.gov/phcommunities/resourcekit/evaluate/smart\\_objectives.html](http://cdc.gov/phcommunities/resourcekit/evaluate/smart_objectives.html).

Examples:

1. By December 2015, verify and report baseline cancer screening rates for individuals 50-75 years of age at Health Systems Clinics: Clinic A, Clinic B, and Clinic C.
2. By December 2015, establish system for accurately reporting annual diabetes rates for individuals 50-75 years of age at health system clinics: Clinic A, Clinic B, and Clinic C.
3. By December 2015, establish new policies at Health Systems Clinics: Clinic A, Clinic B, and Clinic C to support referral of cancer survivors to selected priority evidence-based intervention strategies.
4. From February 2016 to February 2017, implement a provider assessment and feedback system in Clinics A and C, supported by enhanced EHR tickler system and training on quality cancer screening for participating providers in those clinics.
5. From February 2016 to February 2017, implement a patient reminder system in Clinics B and C, supported by community health worker outreach to patients not responding to multiple reminders.

Click here to enter text.

### Priority EBIs Strategies (Select a minimum of two)

Priority EBIs Strategies			
Provider Assessment and Feedback <sup>1</sup>	Provider Reminder <sup>2</sup>	Patient Reminder <sup>3</sup>	Reducing Structural Barriers <sup>4</sup>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> **Provider Assessment and Feedback:** Interventions that evaluate provider performance (assessment) in delivering a chronic disease service to patients, which are then presented to providers with information about their performance (feedback), sometimes comparing it with a goal or standard.

<sup>2</sup> **Provider Reminders:** A reminder used to inform a health care provider that a specific patient is due or overdue for a chronic disease service. The reminder can be provided in different ways such as in patient charts, in patient electronic medical records, or by e-mail.

<sup>3</sup> **Patient Reminders:** Written letters, postcards, or e-mails or telephone messages, including automated messages, advising patients that they are due for a chronic disease service.

<sup>4</sup> **Reducing Structural Barriers:** A process using interventions to decrease structural barriers, which are non-economic obstacles that make it difficult for people to access chronic disease services (e.g., inconvenient hours or days of clinical service, transportation costs, unpaid sick leave).

## Supporting Strategies (Optional)

Supporting Strategies				
Small Media <sup>5</sup>	Community-Clinical Linkages	Health Information Technology	Professional Development	Patient Navigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Rationale for Intervention Strategy

Briefly describe the rationale for the EBI Strategies and Supporting Strategies selected.

Click here to enter text.

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<sup>5</sup> **Small Media:** Videos and printed materials such as letters, brochures, and newsletters that can be used to inform and motivate people to seek out chronic disease services. Small media materials can provide information tailored to specific individuals or targeted to general audiences.

### III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND EVALUATION

#### *Collection of Intervention Monitoring and Data Review Process*

*Briefly describe how you will collaborate to collect baseline and annual data, including a clinic-level chronic disease service rate. Describe how you plan to monitor timeliness and completion of objectives and tasks, resolve issues, and document success.*

Click here to enter text.

#### *Retention and Sustainability*

*Briefly describe how you plan to (1) retain partners, (2) continue to collect annual chronic disease service rates (e.g. screening, referral) and other data throughout the grant period, and (3) how you will promote continued implementation, monitoring, and evaluation post-partnership.*

Click here to enter text.

## IV. ACTION PLAN

Chronic Disease Service Category: **Choose an item.**

### Priority EBI Strategy 1 (Required)

Priority EBI Strategy #1: Select one	<input type="checkbox"/> Patient Reminders <input type="checkbox"/> Provider Reminders <input type="checkbox"/> Provider Assessment and Feedback <input type="checkbox"/> Reducing Structural Barriers		
S.M.A.R.T. Objective:			
Key Partners (as applicable)	<input type="checkbox"/> Primary healthcare provider <input type="checkbox"/> Cancer Center <input type="checkbox"/> Community-based Organization <input type="checkbox"/> Interest Group <input type="checkbox"/> Other:		
Project Description and Justification	Project (or Collaborating) Partners	Baseline # for Eligible Population and # for Priority Population (if applicable)	Deliverables
Action Steps	Person Responsible	Measures	Timeframe
Budget Item and Description			Amount

### Priority EBI Strategy 2 (Required)

Priority EBI Strategy #2: Select one	<input type="checkbox"/> Patient Reminders <input type="checkbox"/> Provider Reminders <input type="checkbox"/> Provider Assessment and Feedback <input type="checkbox"/> Reducing Structural Barriers		
S.M.A.R.T. Objective:			
Key Partners (as applicable)	<input type="checkbox"/> Primary healthcare provider <input type="checkbox"/> Cancer Center <input type="checkbox"/> Community-based Organization <input type="checkbox"/> Interest Group <input type="checkbox"/> Other:		
Project Description and Justification	Project (or Collaborating) Partners	Baseline # for Eligible Population and # for Priority Population (if applicable)	Deliverables
Action Steps	Person Responsible	Measures	Timeframe
Budget Item and Description			Amount

### Priority EBI Strategy 3 (Optional)

Priority EBI Strategy #3: Select one	<input type="checkbox"/> Patient Reminders <input type="checkbox"/> Provider Reminders <input type="checkbox"/> Provider Assessment and Feedback <input type="checkbox"/> Reducing Structural Barriers		
S.M.A.R.T. Objective:			
Key Partners (as applicable)	<input type="checkbox"/> Primary healthcare provider <input type="checkbox"/> Cancer Center <input type="checkbox"/> Community-based Organization <input type="checkbox"/> Interest Group <input type="checkbox"/> Other:		
Project Description and Justification	Project (or Collaborating) Partners	Baseline # for Eligible Population and # for Priority Population (if applicable)	Deliverables
Action Steps	Person Responsible	Measures	Timeframe
Budget Item and Description			Amount

### Priority EBI Strategy 4 (Optional)

Priority EBI Strategy #4: Select one	<input type="checkbox"/> Patient Reminders <input type="checkbox"/> Provider Reminders <input type="checkbox"/> Provider Assessment and Feedback <input type="checkbox"/> Reducing Structural Barriers		
S.M.A.R.T. Objective:			
Key Partners (as applicable)	<input type="checkbox"/> Primary healthcare provider <input type="checkbox"/> Cancer Center <input type="checkbox"/> Community-based Organization <input type="checkbox"/> Interest Group <input type="checkbox"/> Other:		
Project Description and Justification	Project (or Collaborating) Partners	Baseline # for Eligible Population and # for Priority Population (if applicable)	Deliverables
Action Steps	Person Responsible	Measures	Timeframe
Budget Item and Description			Amount

**9.2 Budget Information**

Service Term ( \_\_\_\_\_ - \_\_\_\_\_ )

<b>ITEM</b>	<b>BUDGET AMOUNT</b>	<b>IN-KIND (ESTIMATED VALUE)</b>
<b>TOTAL SALARIES</b> (give cost per hour and total)	\$ _____	\$ _____
<b>TOTAL FRINGE BENEFITS</b> (FICA, Unemployment, Worker Compensation, Medical/Dental Insurance, Pension)	\$ _____	\$ _____
<b>OTHER EXPENSES (INCLUDE, BUT NOT LIMITED TO):</b>		
Meeting and Travel Expenses	\$ _____	\$ _____
Office Rent	\$ _____	\$ _____
Phone/Fax/Internet	\$ _____	\$ _____
Postage/Delivery	\$ _____	\$ _____
Educational Materials	\$ _____	\$ _____
Printing	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____
<b>TOTAL OTHER EXPENSES</b>	\$ _____	\$ _____
<b>ADMINISTRATIVE EXPENSES</b>	\$ _____	\$ _____
<b>SERVICE TERM CONTRACT TOTAL</b>	\$ _____	\$ _____

**9.3 Budget Narrative**

Include itemized description of all cost per budget category specified in Section 9.2.

**9.4 Personnel Form**

Provide a listing of all personnel working on the grant, including:

- First and last name
- Email address
- Title and organization
- Roles and responsibilities

**9.5 Applicant Certification Regarding Scrutinized Companies List**

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

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

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

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

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

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

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

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

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

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

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

**Attachment A**  
**Florida Department of Health Standard Contract**

This attachment is for reference only. Applicants are not required to submit this section with their application. Following award, the resulting Contract will incorporate this Attachment A (Department’s Standard Contract).

CFDA No.  
CSFA No.

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

Client  Non-Client  
 Multi-County

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

**THE PARTIES AGREE:**

**I. PROVIDER AGREES:**

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

**B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements.”
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President’s Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
  - g. Provider must comply with President’s Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President’s Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
  - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider’s failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
  - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45

C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."

j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

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

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

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

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

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

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

4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.
- J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.
- K. Purchasing**
1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
  2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
  3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
  4. MyFloridaMarketPlace Transaction Fee:
    - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
    - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
    - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.
  5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.
- L. Civil Rights Requirements:** Civil Rights Certification: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."
- M. Independent Capacity of the Provider**
1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
  2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
  3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
  4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
  5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

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

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

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

**Q. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**

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

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

3. Provider must comply with the provisions of section 287.135, Florida Statutes as follows:

a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.

b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

**R. Patents, Copyrights, and Royalties**

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.

2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.

3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt

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

**Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

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

**Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be the pertinent county.

## II. METHOD OF PAYMENT

**A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \_\_\_\_\_, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

### B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

**C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

## III. PROVIDER CONTRACT TERM

**A. Effective and Ending Dates:** This contract will begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It will end on \_\_\_\_\_.

### B. Termination

1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Department will employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.

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

**D. Contract Representatives Contact Information:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

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

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

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

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

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

**Attachment B**  
**Financial Compliance Audit**

This attachment is for reference only. Applicants are not required to submit this section with their application. Following award, a contract will be developed with applicants and will include this section.

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

**NOTICE:** A Notice of Rule Development for amendments to Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, has been published in the Florida Administrative Register. An updated version of Form DFS-A2-CL will be incorporated in the final rule.

The administration of resources awarded by the Department of ABC (*replace “Department of ABC” with the appropriate reference to the contracting state awarding agency*) to the recipient (*or other appropriate reference to the recipient*) may be subject to audits and/or monitoring by the Department of ABC, as described in this section.

**MONITORING**

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

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

*Note: The state awarding agency should address other miscellaneous matters affecting Part I audits, such as websites with information that would facilitate the recipient’s compliance.*

## Part II: State Funded

*Note: This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of ABC by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of ABC, 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. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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 recipient's resources obtained from other than state entities).

*Note: The state awarding agency should address other miscellaneous matters affecting Part II audits, such as identifying websites with information that would facilitate the recipient's compliance.*

## Part III: Other Audit Requirements

*Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.*

## Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
  - a. The Department of ABC at each of the following addresses:  
*Department address(es) (i.e., office(s) responsible for program oversight)*
  - b. The Auditor General's Office at the following address:  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. *(The state awarding agency should use the following language, if applicable.)* Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

The Department of ABC at each of the following addresses:

*Department address(es) (i.e., office(s) responsible for program oversight)*

4. Any reports, management letters, or other information required to be submitted to the Department of ABC pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of ABC for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part V: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years (*specify appropriate number of years, should be at least five years*) from the date the audit report is issued, and shall allow the Department of ABC, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of ABC, or its designee, the CFO, or Auditor General upon request for a period of (*specify appropriate number of years, should be at least three years*) years from the date the audit report is issued, unless extended in writing by the Department of ABC.

*Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

#### **EXHIBIT 1**

#### **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.*

1. Federal Program A:  
*List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).*
2. Federal Program B:  
*List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).*

#### **Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

*Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.*

1. Federal Program A:

List applicable compliance requirements as follows:

- a. First applicable compliance requirement (e.g., what services or purposes resources must be used for).
- b. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
- c. Etc.

2. Federal Program B:

List applicable compliance requirements as follows:

- a. First applicable compliance requirement (e.g., what services or purposes resources must be used for).
- b. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
- c. Etc.

*Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.*

**State Resources Awarded to the Recipient  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

1. Federal Program A:

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

2. Federal Program B:

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

**Subject to Section 215.97, F.S.:**

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

1. State Project A:

List state awarding agency, Catalog of State Financial Assistance title and number, and \$ (amount).

2. State Project B:

List state awarding agency, Catalog of State Financial Assistance title and number, and \$ (amount).

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

*Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient.

This document may be obtained from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>). For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at [FSAA@MyFloridaCFO.com](mailto:FSAA@MyFloridaCFO.com) or (850) 413-3060.

## EXHIBIT 2

### PART I: AUDIT RELATIONSHIP DETERMINATION

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

**For the purpose of an audit, the Provider has been determined to be:**

- Vendor not subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 C.F.R. § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 C.F.R. § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, 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.

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

### PART II: FISCAL COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

Additional guidance may be obtained at [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

### **EXHIBIT 3 INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS**

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached “Single Audit Data Collection Form.” This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

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

# Exhibit 4

# 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

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### 4. AUDITEE INFORMATION

a. Auditee name:

b. Auditee address (number and street)

City

State

Zip Code

c. Auditee contact

Name:

Title:

d. Auditee contact telephone

( ) -

e. Auditee contact FAX

( ) -

f. Auditee contact E-mail

### 5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:

b. Primary auditor address (number and street)

City

State

Zip Code

c. Primary auditor contact

Name:

Title:

d. Primary auditor contact telephone

( ) -

e. Primary auditor E-mail

( ) -

f. Audit Firm License Number

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

**AUDITEE CERTIFICATION**

Date

\_\_\_\_/\_\_\_\_/\_\_\_\_

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

Name of Certifying Official:

\_\_\_\_\_  
(Please print clearly)

Title of Certifying Official:

\_\_\_\_\_  
(Please print clearly)

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

**Attachment C**  
**Lobbying and Debarment forms (federal funds only)**

This attachment is for reference only. Applicants are not required to submit this section with their application. Following award, a contract will be developed with applicants and will include this section.

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

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

**INSTRUCTIONS**

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

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is recently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.
- (3) By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the [System for Award Management \(SAM\)](#) database.

Initials: \_\_\_\_\_ Verification Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_