# Florida Disaster Response: Building Trauma-Responsive, Comprehensive School Mental Health Systems

# **APPLICATION GUIDELINES**

#### RFA20-006

## 2020-2021

Florida Department of Health

**School Health Services Program** 

March 24, 2021

**Application Deadline: 4/16/21** 

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## Section 1.0 INTRODUCTION

#### 1.1 <u>Program Authority</u>

The Florida Department of Health (FDOH) received a \$1 million award from the U.S. Health and Human Services, Department of Health and Human Services and the Substance Abuse and Mental Health Services Administration for a 2020 Disaster Response Grant for School-Based Services. The funding will provide mental and substance use disorder treatment, crisis counseling, and other related supports to children in school-based settings impacted by Hurricanes Florence and Michael occurring in calendar year 2018 and tornadoes and floods occurring in calendar year 2019 in those areas for which a major disaster or emergency was declared under section 401 or 501 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170 and 5191).

The grant will assist with the FDOH core functions under sections 20.43 (b) and 20.43 (e), Florida Statutes. FDOH is responsible pursuant to section 381.0057, Florida Statutes to provide funding, in addition to that allocated under the School Health Services Act, for promoting the health of students, reducing risk-taking behavior, and reducing teenage pregnancy and under section 402.3026, Florida Statutes to jointly establish full-service schools to serve high-risk students needing medical and social services.

#### 1.2 Program Purpose

This program, *Florida Disaster Response: Building Trauma-Responsive, Comprehensive School Mental Health Systems* will enhance four school districts' capacity to provide evidence-based, trauma-responsive, comprehensive school mental health services for the students in public kindergarten through 12th grade schools in counties adversely affected by Hurricane Michael. Those counties include Bay, Franklin, Jackson, and Liberty and collectively serve 34,182 students in 59 schools. With the exception of Bay County, the hurricane impacted counties are predominantly rural, with limited access to mental health and substance abuse treatment providers (U.S. Census, 2010). In addition, this program will build the capacity of the FDOH to expand the reach of comprehensive school mental health best practice infrastructure to other counties across the state.

	Bay	Franklin	Jackson	Liberty
# of schools	39	2	15	3
# of students	25,146	1,315	6,415	1,306
White	68%	91%	57%	86%
Black/African American	13%	4%	31	4
Hispanic/Latino	10%	3%	5%	10%
Asian	2%	0%	0%	0%
American/Alaskan Native	1%	0%	0%	0%
Two or More Races	7%	2%	7%	0%
Free and Reduced Meals (FARMS)	73%	95%	85%	69%
# of homeless students 2016-2017	1,583	286	124	25

#### **School District Demographic Information**

# of homeless students 2017-2018	1,523	290	158	29
Current # of homeless students	5,725	289	2,861	34

This Request for Application is for a Behavioral Health Provider who will provide direct mental health services to students in four school districts: Bay, Franklin, Jackson, and Liberty.

## 1.3 Available Funding

Of the \$1 million Federal award from the U.S. Health and Human Services, Department of Health and Human Services and the Substance Abuse and Mental Health Services Administration, \$300,000.00 has been designated for a Behavioral Health Provider to provide direct services.

## 1.4 <u>Definition of Terms</u>

- a) Allowable Cost: Specific services to be provided that include direct behavioral health counseling and support services to the priority population as described in the Budget Information form (section 10.1).
- b) Applicant: An organization that provides YMHFA training to the priority population.
- c) Application: The document submitted by an Applicant in response to this RFA.
- d) **Bounce Back:** Bounce Back is an evidence-based intervention for youth in kindergarten through 8<sup>th</sup> grade who have been exposed to trauma.
- e) **Cognitive Behavioral Intervention for Trauma in Schools (CBITS):** An evidence-based intervention for youth in 6<sup>th</sup> through 12<sup>th</sup> grade who have been exposed to trauma.
- f) **Collaboration:** Working with another person, organization, or group for mutual benefit by exchanging information, sharing resources, or enhancing the other's capacity, often to achieve a common goal or purpose.
- g) **Contract:** The formal agreement that results from this procurement, if any, between the Department and Provider.
- h) **National Center for School Mental Health (NCSMH):** A technical assistance and training center, located at the University of Maryland School of Medicine, with a focus on advancing research, training, policy, and practice in school mental health.
- i) National Outcome Measures (NOMS): Performance measures of consumer outcomes intended to increase program effectiveness and public accountability. NOMS are established by and reported to SAMHSA.
- j) Priority Population: For the purposes of this RFA, the priority population includes any students, school staff, school or community based mental health providers, parents, and any other community members that may benefit from trauma-responsive training or direct services in the following Florida school districts: Bay, Franklin, Jackson and Liberty.
- k) Provider: An entity awarded a contract pursuant to the terms of this RFA.
- Substance Abuse and Mental Health Services Administration (SAMHSA): An agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation.
- m) Youth Mental Health First Aid (YMHFA): A skills-based training course that teaches participants about mental health and substance-use issues.

#### Section 2.0 PROGRAM OVERVIEW

## 2.1 <u>Background</u>

The Florida There are four main components in this grant:

- 1. School Mental Health Capacity Building and Infrastructure: The FDOH and its partners will dedicate particular attention to developing the infrastructure and capacity of each school district to implement and sustain a high quality, trauma-responsive, comprehensive school mental health systems. *Comprehensive School Mental Health Systems*, as defined in *Advancing Comprehensive School Mental Health Systems*: *Guidance from the Field* (Hoover et al., 2019), provide a full array of supports and services that promote positive school climate, social and emotional learning, and mental health and wellbeing, while reducing the prevalence and severity of mental illness. They are built on a strong foundation of district and school professionals, in strategic collaboration with students, families, and community health and mental health partners. These systems also assess and address the social, political and environmental structures that influence mental health outcomes.
- 2. Evidence-Based Trauma Intervention Training (CBITS and Bounce Back): This project will also greatly expand the capacity of both School Mental Health staff and contracted Behavioral Health Provider staff to provide evidence-based trauma intervention to youth in need of services in the four school districts. CBITS and Bounce Back are evidence-based interventions for youth exposed to trauma that have been designed and rigorously tested with youth in schools. CBITS is designed for youth in grades 5-12 and two school mental health staff in each middle and high school in the participating school districts will receive the training. Bounce Back is designed for elementary school youth and two school staff in each elementary school will receive the training. All the contracted Behavioral Health Provider staff working with students in the four districts will be trained in both CBITS and Bounce Back as well. This will greatly enhance the region's ability to provide evidence-based, direct trauma treatment services for youth in schools.
- 3. Youth Mental Health First Aid: All school staff will be trained in Youth Mental Health First Aid. This will further ensure that school staff are able to identify and respond immediately to connect students at risk to mental health services and supports.
- 4. **Behavioral Health Provider Services:** This project will add to the existing school mental health staff by partnering with a Behavioral Health Provider to provide direct treatment services in schools. The behavioral health provider will use their existing billing structure to bill Medicaid and private insurance for all eligible services, using funds from the proposed project to only provide services for uninsured students.

Through this application, the FDOH seeks a Behavioral Health Provider agency to partner with the associated districts and provide direct treatment services in schools, including individual crisis counseling, facilitation of CBITS and Bounce Back interventions, and collection of National Outcome Measures (NOMS) data to be reported to SAMHSA.

#### 2.2 Priority Areas

The Behavioral Health Provider must be able to commit providers to serve the schools in the four participating districts. Provider staff must participate in two trainings on the evidence-based, trauma-responsive interventions CBITS and Bounce Back. Provider staff will facilitate CBITS and Bounce Back group interventions based on the needs of the schools being served. Provider staff will need to be on call to respond to crisis intervention needs at schools, as well as field referrals and provide counseling services to students in need of individual counseling. CBITS, Bounce Back, and counseling services may take place on school campuses or in the provider's physical location, based on the needs of individual schools and students. The provider will receive grant funding to provide CBITS, Bounce Back and counseling services to uninsured students, and will be responsible for using their existing systems for billing for Medicaid and private insurance. Provider staff will be

responsible for the collection of National Outcome Measures (NOMS) surveys and interviews with all students receiving CBITS and Bounce Back and counseling services. The provider will also need to identify an agencybased supervisor that will commit at least .20 FTE (with potential for funding through the grant) to coordinate this work. The agency should expect to work with the FDOH and the NCSMH to ensure utilization of best practices and develop MOUs with the participating school districts to establish sustainable comprehensive school mental health systems in all four school districts.

## 2.3 <u>Program Expectations</u>

FDOH and its partners have established three objectives for this project:

- 1. Advance the infrastructure and capacity of four school districts impacted by Hurricane Michael to implement and sustain high quality, trauma-responsive comprehensive school mental health systems.
- 2. Provide evidence-based, trauma-informed mental health services, including crisis counseling to indicated youth in the four school districts, including Cognitive Behavioral Intervention for Trauma in Schools and Bounce Back.
- 3. Increase the mental health awareness and literacy of all school staff in the four school districts via training in Mental Health First Aid and overall trauma-responsiveness of each school using the Trauma-Sensitive Schools Training Package.

## 2.4 Applicant Project Results

The Behavioral Health Provider will provide direct mental health services for students in the four districts of the priority population. This provider will provide supplemental staff to aid school districts in implementing CBITS and Bounce Back interventions and individual counseling services. The Behavioral Health Provider will use their existing billing structure for Medicaid and privately insured students. Funds from the project will be used to provide services for uninsured students. The provider will also gather National Outcome Measures (NOMS) data required by SAMHSA. The provider must be available to provide these services throughout the project period. The provider will comply with implementing the goals and objectives established by the NCSMH and SAMHSA.

## 2.5 <u>Project Requirements</u>

The FDOH and its partners will implement the six Required Activities of the grant program.

1. Develop and implement a comprehensive plan of evidence-based developmentally appropriate school- and community-based mental health services, including crisis counseling.

2. Implement processes to respond immediately on-site if a school-aged youth exhibits behavioral signs warranting the need for clinical attention.

3. Provide direct treatment services in schools via the use of mental health professionals, behavioral health aides, peers, and other related health professionals.

4. Provide coordinated referral, services, and follow-up to school-aged youth and their families for evidencebased school- and community-based mental health practices and services. 5. Develop and implement a workforce development training plan to increase the mental health awareness and literacy of school staff, administrators, parents, and others who interact with school-aged youth to recognize the signs and symptoms of mental illness and link them to appropriate services.

6. Establish relationships with local businesses, families, and community groups to broaden and link all community resources available to school-aged youth and their families impacted by the disaster.

## Section 3.0 TERMS AND CONDITIONS OF SUPPORT

## 3.1 <u>Eligible Applicants</u>

Entities eligible to submit applications must be legal entities with an office in Florida and include, but are not limited to, health departments, schools (school districts, colleges/universities), businesses, community organizations, and not-for-profit 501(c)(3) organizations. Eligible applicants should be an agency that will work with the FDOH and the NCSMH to ensure utilization of best practices and develop MOUs with the participating school districts to establish sustainable comprehensive school mental health systems in all four school districts.

## 3.2 <u>Eligibility Criteria</u>

To be eligible to receive a grant, all corporations, limited liability companies or partnerships and their subcontractors seeking to do business with the State shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617 and 620, Florida Statutes. Entities awarded a grant will be required to register with My Florida Market Place at:

www.dms.myflorida.com/business\_operations/state\_purchasing/myfloridamarketplace

## 3.3 <u>Minority Participation</u>

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 <u>http://osd.dms.state.fl.us</u> 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 <u>Corporate Status</u>

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 <u>Non Corporate Status</u>

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

## 3.6 <u>Period of Support</u>

A Behavioral Health Provider will receive an award of \$300,000 from May 1, 2021 until October 29, 2021; however, this date may be extended upon approval by SAMHSA. All contracts awarded under this RFA are subject to the availability of funds.

#### 3.7 <u>Use of Grant Funds</u>

The contract resulting from this RFA will be fixed fee.

Allowable and unallowable expenditures are defined by the following: Reference Guide for State Expenditures found at <u>https://myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf</u>, Florida Statutes, Florida Administrative Code, and in accordance with 2 CRF Part §200.500, formerly OMB A-133 and Section 215.97 Florida Statutes.

It should be noted that if federal funds are allocated to a state agency, the Florida Department of Financial Services considers the funding to be subject to the same standards and policies as funding allocated by the state legislature. The powers and duties of the Chief Financial Officer (CFO) are set forth in Section 17.03(1), Florida Statutes, and require that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State. Section 17.29, Florida Statutes, gives the CFO the authority to prescribe any rule he considers necessary to fulfill his constitutional and statutory duties, which include, but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation.

## Section 4.0 APPLICATION REQUIREMENTS

#### 4.1 <u>Application Forms</u>

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

#### 4.2 Order of Application Package

Application packages must include the following items. All items in bold can be found in the application document.

Note: FDOH is not responsible for any costs incurred by applicant in response to this RFA.

1. Cover Page

The cover page must be signed and used as the cover of the application. The following information must be included:

- a. Applicant Name (legal name of the organization)
- b. Areas/Counties to be served
- c. Funding amount requested
- d. Name of contact person

- e. Applicant mailing address (including city, state, and zip code)
- f. Telephone number(s), fax number
- g. Email address of contact person
- h. Applicant federal employer identification number (FEID)
- i. Authorized signature (person submitting the application on behalf of the applicant)
- j. Authorized name and title (person submitting the application on behalf of the applicant)
- 2. Table of Contents: Include page numbers identifying all sections of the application.
- 3. Budget Information Form (see section 10.1)
- 4. Budget Justification Narrative (see section 10.2)
  - a. The proposed budget narrative must provide a computation and explanation of all requested cost items that will be incurred by the proposed project as they relate to the project narrative. All proposed costs for the project activities described in this RFA are required to be presented in a line item budget format that is accompanied by a budget narrative that supports, justifies, and clarifies the various line items.
- 5. Project Narrative

The project narrative must include the following: (see section 5)

- a. Project summary
- b. Statement of need
- c. Objectives
- d. Program Plan
- e. Evaluation Plan
- f. Appendices
- 6. Documentation of prior funded projects (If Applicable)

If your agency has previously received SAMHSA funds, please describe how the funds were used including:

- a. A description of the types of services supported with these funds.
- b. Number of clients served.
- c. Demographic data on those clients including age, race, ethnicity, and gender.
- d. Describe the program evaluation activities that have been completed, provide data and results obtained from these activities, and describe how these activities were used to improve services.
- 7. Staffing and Organizational Capacity

This section must describe the applicant's ability to successfully carry out the proposed and to sustain the program once the contract ends. Applicants must identify all of the following information in narrative form:

- a. Information about the applicant, including history, administrative structure, mission, vision, goals and how those components relate to the purposes of the proposed program. Identify the agency's management and infrastructure capacity to provide administrative and executive support for program implementation.
- b. A description of how the program will be staffed (e.g., paid staff or volunteers). Identify the number and type of positions needed; how they will be recruited and maintained; whether they

will be full-time or part-time; and the qualifications proposed for each position, including type of experience and training required. Describe staff development and training practices, including both internal and external capacity trainings and any other relevant training. Indicate how often employees are evaluated.

- c. The Applicant shall describe their agency's level of involvement with their local community planning partnership and community planning activities in their area. Applicants should detail the name of the planning partnership, agency personnel that are members of the partnership, and describe any committees/sub-groups agency personnel serves on and their activities.
- 8. Documentation of non-profit status 501(c)(3) (If Applicable)
- 9. Documentation of not for profit status (Chapter 617, Florida Statutes) (If Applicable)
- 10. Scrutinized Company form (see section 10.4)
- 11. Lobbying and Debarment form (see section 10.6)

## Section 5.0 REQUIRED CONTENT OF THE PROJECT NARRATIVE SECTION

### 5.1 <u>Project Summary</u>

The applicant's Project Summary identifies the key aspects of the project in narrative form including the Statement of Need, Objectives, Program Plan, Evaluation Plan and Management Plan. The Project Summary must not exceed 3 pages in length, doubled spaced in a 12-point font.

Hint: It may be easier to prepare the Project Summary after the entire narrative section is completed.

## 5.2 <u>Statement of Need</u>

Describe the need for funding, through the proposed project activities, including behavioral health services to be provided in the four counties served by this grant. This section should include information on the priority population served and any relevant data the applicant can provide to substantiate the need.

## 5.3 <u>Objectives</u>

Describe how the funding will meet the identified needs of the defined priority population and how this aligns with the overall purpose of this funding which is to increase trauma-responsive care in schools and build sustainable mental health systems in the four school districts served by this grant.

## 5.4 <u>Program Plan</u>

Describe how the provider will facilitate providing behavioral health services to students in the school districts defined by the grant. This section must describe how the proposed project will be carried out and be linked to the objectives and needs.

## 5.5 <u>Evaluation Plan</u>

The provider must agree to comply with FDOH and the required reporting methods defined by SAMHSA and NCSMH. The NCSMH will collaborate with partners to develop data collection forms for each measure using online platforms with user-friendly interfaces. An evaluation team will train partnering staff in data collection through web-based training opportunities. The provider will enter data on a regular basis. The evaluation method will be iterative, with frequent feedback to stakeholders to inform project improvement. The evaluation team will adhere to standards of ethical research and evaluation.

## 5.6 <u>Appendices</u>

Include documentation and other supporting information in this section. All appendices must be clearly referenced and support elements of the narrative.

Examples include:

- The organization's mission statement
- Organizational Chart
- Sample data collection instruments
- Relevant brochures or newspaper articles
- Letters of support

### Section 6.0 SUBMISSION OF APPLICATION

#### 6.1 Application Deadline

#### **Application Deadline: 4/16/21**

Applications must be received by the date and time indicated in the Timeline (see section 6.4).

#### 6.2 Point of Contact

Florida Department of Health

Office of Contracts

Email: <u>RequestforApplication@flhealth.gov</u>

#### 

## 6.3 <u>Term</u>

The anticipated contract period will be six months from the date of contract execution. The contract is anticipated to begin May 1, 2021 and end October 29, 2021; however, this date may be extended upon approval by SAMHSA. All contracts awarded under this RFA are subject to the availability of funds.

## 6.4 <u>Timeline</u>

Schedule	Due Date	Location
Request for		Department of Health Grant Funding Opportunities Website:
Applications		http://www.floridahealth.gov/about/administrative-
Released and	3/26/2021	functions/purchasing/grant-funding-opportunities/index.html
Advertised		
Submission of	Must be received	Submit questions by email with the subject heading "RFA# # 20-006
Questions	by 4/2/2021	Questions" to <u>RequestforApplication@flhealth.gov</u> .
	5:00:00 PM EST	
Answers to		Department of Health Grant Funding Opportunities Website:
Questions Posted	4/9/2021	http://www.floridahealth.gov/about/administrative-
on website		functions/purchasing/grant-funding-opportunities/index.html
(anticipated date)		
Applications due	Must be received	To upload your application, go to the Department of Health RFA
(no faxed or e-	by 4/16/2021	Automated System: https://requestforapplications.floridahealth.gov.
mailed	5:00:00 PM EST	
applications)		
Anticipated		
evaluation of	4/19/2021-	Review and Evaluation of Applications Begins
applications	4/23/2021	
Anticipated award		Department of Health Grant Funding Opportunities Website:
date	4/30/2021	http://www.floridahealth.gov/about/administrative-
		functions/purchasing/grant-funding-opportunities/index.html

#### 6.5 <u>Questions</u>

Verbal questions or those submitted after the period specified in Section 6.4 will not be addressed. Responses to all written inquiries will be posted on the Department's website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html

#### 6.6 <u>Addenda</u>

If the Department finds it necessary to supplement, modify, or interpret any portion of the RFA during the procurement process, a written addendum will be posted on the Department's website: <a href="http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a> .

If the addendum alters the scope or specifications of the procurement, the Applicant will be required to sign the addendum acknowledging the changes and return it with the Application submittal. It is the responsibility of the Applicant to be aware of any addenda that might affect this RFA or their Application.

#### 6.7 Basis of Award

FDOH reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if FDOH determines that doing so will serve the best interest of the State. FDOH has the right to use any or all ideas or adaptations of the ideas presented in any Application. Selection or rejection of an Application will not affect this right.

Applications that do not meet all requirements, specifications, terms, and conditions of this procurement or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Applicants whose Applications, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected. FDOH may request additional information pertaining to the Applicant's ability and qualifications to accomplish all services described in this RFA as deemed necessary during the procurement process or after Contract award.

## 6.8 Identical Scoring

In the event that FODH's evaluation results in identical scoring outcomes between two or more Applicants, FDOH will provide the **Identical Tie Certification Form** to the affected Applicants for completion to certify their statutory qualifications for a preference in order to break the tie.

### 6.9 Modifications and Withdrawal

An Applicant may modify or withdraw its Application at any time prior to the submittal deadline, as specified in Section 6.4, by submitting a request to the Point of Contact. Requests for modification or withdrawal of a submitted Application must be in writing and signed by an authorized signatory of the Applicant. Upon receipt and acceptance of such a request, the entire Application will be returned to the Applicant and will not be considered unless resubmitted by the Application due date and time.

#### 6.10 Federal Excluded Parties

In order to comply with Federal grant requirements, and determining Provider responsibility in accordance with sections 287.057, F.S., and Rule 60A-1.006(1),Florida Administrative Code, an Applicant or its subcontractor(s) that, at the time of submitting an Application for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit an Application for, enter into, or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

#### 6.11 Disclosure of Application Contents

All documentation produced as part of this RFA will become the exclusive property of FDOH and will not be returned to the Applicant. Applications received by FDOH may be disclosed pursuant to a public records request, subject to any confidentiality claims and timeframes identified in section 119.07(1)(b), Florida Statutes

#### 6.12 <u>Contract Formation</u>

FDOH will enter into a Contract with the awarded Provider pursuant to Section 6.7, Basis of Award. The Contract will incorporate the terms of the Provider's Application, FDOH's Standard Contract, and this RFA.

### 6.13 <u>Submission Method</u>

Electronic Submission of Applications:

Applications may only be submitted by uploading to the Florida Department of Health RFA Automated System. Upload the application to the Florida Department of Health RFA Automated System: <u>https://requestforapplications.floridahealth.gov</u>.

#### 6.14 Instructions for Submission of Applications

Instructions for Electronic Submission of Applications:

Applicants are required to submit the electronic application, via the FDOH RFA Automated System, as follows:

- a) The 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.
- b) The naming convention of the application must follow this format: RFA#-Provider Name-Program Specific Information (Example: RFA18-001-Elimination Inc-Closing the Gap).
- c) The application must be uploaded into the system by the deadline stated in the timeline in section 6.4.
- d) To upload the application, go to <u>https://requestforapplications.floridahealth.gov/</u>. Click the dropdown menu to select the applicable RFA.
- e) To upload a document for the first time, select Browse, click to choose file(s), then click Upload.
- f) One or more files may be uploaded at one time. Accepted file types are .pdf, .xls, .xlsx, .doc, and .docx only).
- g) To upload multiple files, click the keyboard's Ctrl key and select the files. Zero-byte files will be ignored. For the submitted document(s), maximum file size must not exceed 100 MB.
- h) To replace a previously uploaded document, select Overwrite from the Upload Type drop-down menu. You must enter the session key received with your initial submission confirmation. Click Browse to choose the updated file(s), then click Upload. Note: In order to properly overwrite the previous upload, the updated file(s) must have the exact same file name as the document(s) being replaced.

Applicants are encouraged to submit applications early. The applicant must click the <u>Upload</u> button prior to the deadline time in order to receive a successful confirmation. Once the deadline time has passed, the system will no longer offer an option to upload documents for the applicable RFA.

Applicants with inquiries regarding the electronic upload process via the automated system may contact <u>RequestforApplication@flhealth.gov</u>.

#### 6.15 Application Labeling

The submitted Application must be labeled as follows:

RFA No.: 20-006

Florida Disaster Response: Building Trauma-Responsive, Comprehensive School Mental Health Systems Due: April 16, 2021 Applicant's Name: Counties of Services: Funding Amount Requested:

## Section 7.0 SPECIAL CONDITIONS

### 7.1 <u>Certificate of Authority</u>

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. FDOH retains the right to ask for verification of compliance before Contract execution. Failure of the successful Provider to have appropriate registration may result in withdrawal of the Contract award.

#### 7.2 <u>Provider Registration</u>

Each Provider 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. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1

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

#### 7.3 <u>Minority, Women, Service-Disabled Veteran, and Service-Disabled Veteran Business</u> <u>Participation</u>

FDOH encourages certified minority, women business enterprise, participation in all its solicitations.

### 7.4 Indemnification

Provider must agree to save and hold harmless and indemnify FDOH against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by the Provider, their subcontractor, or any of the employees, agents, or representatives of the Provider or subcontractor.

#### 7.5 <u>Performance Measures</u>

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures for this Contract will be based on the negotiated tasks and deliverables between the parties.

#### 7.6 <u>Financial Consequences</u>

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if the Provider fails to perform in accordance with the Contract terms. The financial consequences for this Contract will based on the performance measures established in accordance with section 7.6., above. The amount for each financial consequence is dependent upon the final negotiated Contract award and will be deducted from the Provider's invoice amount for that Deliverable.

## 7.7 <u>Standard Contract</u>

Applicants must become familiar with the FDOH's Standard Contract which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of FDOH's Financial Service's Chief Financial Officer.

Use of the Standard Contract is mandatory for FDOH contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at: <a href="http://www.floridahealth.gov/about/administrative-functions/purchasing/">http://www.floridahealth.gov/about/administrative-functions/purchasing/</a>

## 7.8 Conflict of Law and Controlling Provisions

Any Contract resulting from this RFA, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.

Applicants acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the F.S. and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

#### 7.9 <u>Records and Documentation</u>

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of FDOH's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this RFA and entitles FDOH to unilaterally terminate the Contract.

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

Provider must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by FDOH upon demand. Where permitted under applicable Florida law, access by the public must be permitted without delay.

#### 7.10 Attorney's Fees

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

## Section 8.0 EVALUATION OF APPLICATIONS

#### 8.1 <u>Receipt of Applications</u>

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

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

### 8.2 <u>How Applications are Scored</u>

The evaluation team will score the application utilizing the following 5 factors. Applications will be scored by an objective evaluation team using evaluation sheets to designate the point value assigned to each application. The scores of each member of the evaluation team will be averaged with the scores of the other members to determine the final score. Application scores establish a reference point from which to make negotiation decisions. The maximum points possible are 100. Scoring will be in the following categories up to the maximum points indicated for each category:

Criteria	Maximum Points Allowed
Budget and Budget Narrative	20 Points
Project Summary	20 Points
Statement of Need	20 Points
Personnel and Organizational Structure	20 Points
Performance History	20 Points

#### 8.3 Grant Awards

Grant funding will be awarded to one applicant for Behavioral Health Provider services.

#### 8.4 Award Criteria

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

#### 8.5 <u>Funding</u>

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

#### 8.6 <u>Awards</u>

Awards will be listed on the website at: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html on or about 4/30/2021.

#### Section 9.0 REPORTING AND OTHER REQUIREMENTS

#### 9.1 Post Award Requirements

Upon receiving this award, the provider will be required to perform the following tasks:

- **Pre-Planning Call:** The provider must participate in a pre-planning call with the NCSMH and the FDOH within the first month of the project to identify specific needs and best practices for comprehensive school mental health collaboration.
- **CBITS and Bounce Back Training:** Provider staff must participate in two trainings on the evidence-based, trauma-responsive interventions CBITS and Bounce Back.
- **CBITS and Bounce Back interventions:** Provider staff will facilitate CBITS and Bounce Back group interventions based on the needs of the schools being served.
- **Direct Mental Health Services:** Provider staff will need to be on call to respond to crisis intervention needs at schools, as well as field referrals and provide counseling services to students in need of individual counseling.
- **Data Collection:** Provider staff will be responsible for the collection of National Outcome Measures (NOMS) surveys and interviews with all students receiving CBITS and Bounce Back and counseling services.

#### Section 10.0 REQUIRED FORMS

#### 10.1 <u>Budget Information Form</u>

## Provider

#### Name:

Budget Start				
Date:	1/01/2021	Date:	10/29/2021	
Budget Categories	Current Bu	dget	Budget Adjustment	Revised Budget
A. DIRECT PROGRAM COST:				
SALARIES:				
FRINGE BENEFIT	ГS:			
SALARY SUBTO	TAL: <u>\$</u>	-	\$ -	\$ -
ITEMIZED DIRECT EXPENSES:				
RENT:	\$	-		
UTILITIES:	\$	-		
COMMUNICATIO	DN:			
TRAVEL:				
PHONE				

OFFICE SUPPLIES: Enter Item				
DIRECT EXPENSE SUBTOTAL:	\$ -	\$	-	\$ _

### **B. ADMINSTRATIVE/INDIRECT COST:**

(Administrative/Indirect cost are capped at X% of contract amount.)

ADMINSTRATIVE:			 	
ADMIN. SUBTOTAL:		\$	 \$	-
BUDGET TOTAL:	\$ 361,400.00	\$ -	 \$ -	

**BUDGET REVISIONS:** This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the budget narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.

Provider's Authorized Representative Signature

Contract Manager's Signature of Approval

### 10.2 <u>Budget Justification Narrative</u>

Provider	Mental Health Provider			
Name:			\$300,000.00	
Contract Budge	et Period:(Should reflect the a	annual contract torn		ment a hudget perrotive
and summary should	d be completed to each annual p	eriod of the agreem	ient.)	anent, a buuget narrative
Start Date:	5/01/2021	End Date:	10/29/2021	
A. DIRECT PROG	RAM COST			
A.1: SALARIES:				

Date

Date

This section is for the deliverables	or salaries for staff directly in of the contract.	volved in the performance of	Amount Charged to Contract
Staff #1	Enter job function information	for the responsibilities performed	for this contract
Staff Name			
Title			
Annual Salary			
Contract	Percent Allocated to		\$
Allocation	Contract:	100%	-
Staff #2	Enter job function information	for the responsibilities performed	for this contract
Staff Name			
Title			
Annual Salary			
Contract	Percent Allocated to		\$
Allocation	Contract:	100%	-
Staff #3	Enter job function information	for the responsibilities performed	for this contract
Staff Name			
Title			
Annual Salary			
Contract	Percent Allocated to		\$
Allocation	Contract:	100%	-
Staff #4	Enter job function information	for the responsibilities performed	for this contract
Staff Name			
Title			
Annual Salary			
Contract	Percent Allocated to		\$
Allocation	Contract:	100%	-
Staff #5	Enter job function information	for the responsibilities performed	for this contract
Staff Name		· · ·	
Title			
Annual Salary			
Contract	Percent Allocated to		\$
Allocation	Contract:	100%	-
Other		· · ·	
		Total Fringe Benefits Allocation	n:
		Tetar Tringe Benefits Anotation	••
	1		
A.3: DIRECT EX	PENSES		

expenses involve	s section to see full explanation. This section is for direct ed in the performance of the deliverables of this contract. ht, utilitizes, phone service, internet services, supplies, e, etc.	
ITEMIZED DIREC	CT EXPENSE:	
		Amount Charged to
Item of Cost	Description	Amount Charged to Contract
	Describe need and how the amount was determined for	oonnuot
Rent	allocation to this agreement.	
Utilities		
Phone		
Internet		
Staff Travel		
Office Equipment		
Office Supplies		
	Printing/reproduction, copier maintenance, and other	
List item	expendable supplies	
	Insert rows as needed	s
	Insert rows as needed Total Direct Expense Allocation:	\$ -
		\$ -
B. ADMINISTRAT		\$ -
This section is for grant award or pro administrative ass need to be itemize example, if the ca	Total Direct Expense Allocation:	ine the cap through the utive directors, Indirect cost does not egory of cost. For
This section is for grant award or pro administrative ass need to be itemize example, if the ca	<b>Total Direct Expense Allocation:</b> <b>TVE/INDIRECT EXPENSE</b> administrative cost and/or indirect cost. The Program must determ ogrammatic decision. Administrative cost such as salaries for execu istants and administrative supplies must be itemized in this section ed. Additionally, indirect is limited to the percentage cap for this cate p is set to 10% of the contract amount, then indirect can be 0 to 10	ine the cap through the utive directors, Indirect cost does not egory of cost. For
This section is for grant award or pro administrative ass need to be itemize example, if the ca with 100% being t B.1: SALARIES:	<b>Total Direct Expense Allocation:</b> <b>TVE/INDIRECT EXPENSE</b> administrative cost and/or indirect cost. The Program must determ ogrammatic decision. Administrative cost such as salaries for execu istants and administrative supplies must be itemized in this section ed. Additionally, indirect is limited to the percentage cap for this cate p is set to 10% of the contract amount, then indirect can be 0 to 10	ine the cap through the utive directors, Indirect cost does not egory of cost. For
This section is for grant award or pro administrative ass need to be itemize example, if the car with 100% being t B.1: SALARIES: This section is for	<b>Total Direct Expense Allocation:</b> <b>TVE/INDIRECT EXPENSE</b> administrative cost and/or indirect cost. The Program must determ ogrammatic decision. Administrative cost such as salaries for execu istants and administrative supplies must be itemized in this section ed. Additionally, indirect is limited to the percentage cap for this cate p is set to 10% of the contract amount, then indirect can be 0 to 10 he full 10% allocation	ine the cap through the utive directors, Indirect cost does not egory of cost. For 0% of the 10% cap Amount Charged to Contract
This section is for grant award or pro- administrative ass need to be itemize example, if the car with 100% being t B.1: SALARIES: This section is for this contract.	Total Direct Expense Allocation: <b>TVE/INDIRECT EXPENSE</b> administrative cost and/or indirect cost. The Program must determ         ogrammatic decision. Administrative cost such as salaries for executistants and administrative supplies must be itemized in this section         additionally, indirect is limited to the percentage cap for this cate         p is set to 10% of the contract amount, then indirect can be 0 to 10         he full 10% allocation	ine the cap through the utive directors, Indirect cost does not egory of cost. For 0% of the 10% cap Amount Charged to Contract

Annual Salary			
Contract	Percent Allocated to		
Allocation	Contract:		
Staff #2	Enter job function information	for the responsibilities performed for	or this contract
Staff Name			
Title			
Annual Salary			
Contract	Percent Allocated to		
Allocation	Contract:		
For additional sta	aff: Copy the 5 rows for Staff	#2 and insert above this row.	•
		Total Administrative Salary Allocation:	\$
<b>B.2: FRINGE BEN</b>	NEFITS		
		ion. This section is for fringe	
	directly involved in the performed		
	nge may include any or all of an, Dental Plan, Vision Insura		
	nce - Management, Unemplo		
Security Tax, etc		yment compensation, coolai	
ITEMIZED FRING	GE CLASSIFICATION:		Amount Charged to
ITEMIZED FRING		scription	Amount Charged to Contract
			_
Item of Cost FICA Health	Des Personnel Cost x %rate estat Information on insurance prov	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance	Des Personnel Cost x %rate estat	blished vider plan, and how amount was	_
Item of Cost FICA Health	Des Personnel Cost x %rate estat Information on insurance prov	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance	Des Personnel Cost x %rate estat Information on insurance prov	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance Retirement	Des Personnel Cost x %rate estat Information on insurance prov	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance Retirement Other	Des Personnel Cost x %rate estat Information on insurance prov	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance Retirement Other	Des Personnel Cost x %rate estat Information on insurance prov	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance Retirement Other	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th	blished vider plan, and how amount was	_
Item of Cost FICA Health Insurance Retirement Other	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th	blished vider plan, and how amount was his agreement.	_
Item of Cost FICA Health Insurance Retirement Other Other	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th	plished vider plan, and how amount was nis agreement.	_
Item of Cost FICA Health Insurance Retirement Other Other B.3: ADMINISTR	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th Insert Total Administr	olished vider plan, and how amount was his agreement. rows as needed ative Fringe Benefits Allocation:	_
Item of Cost FICA Health Insurance Retirement Other Other B.3: ADMINISTRA Note: Expand thi	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th Insert Total Administr	plished vider plan, and how amount was his agreement. rows as needed ative Fringe Benefits Allocation: ion. This section is for direct	_
Item of Cost FICA Health Insurance Retirement Other Other B.3: ADMINISTRA Note: Expand this expenses involve	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th Insert Total Administr ATIVE/INDIRECT EXPENSES is section to see full explanat	olished vider plan, and how amount was his agreement. rows as needed ative Fringe Benefits Allocation: ion. This section is for direct deliverables if this contract.	_
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Item of Cost FICA Health Insurance Retirement Other Other B.3: ADMINISTRA Note: Expand this expenses involve This includes rer liability insuranc ITEMIZED ADMI Item of Cost Phone	Des Personnel Cost x %rate estat Information on insurance prov determined for allocation to th Insert Total Administr ATIVE/INDIRECT EXPENSES is section to see full explanat ed in the performance of the nt, utilities, phone service, inte e, etc. NISTRATIVE EXPENSE:	olished vider plan, and how amount was his agreement. rows as needed ative Fringe Benefits Allocation: tion. This section is for direct deliverables if this contract. ternet services, supplies,	Amount Charged to

Office Supplies		
Indirect	An indirect cost rate of 26% for off-campus projects is being applied to the direct costs.	
	Total Administrative/Indirect Expense Allocation:	
C. TOTAL CONT	RACT ALLOCATION SUMMARY:	
	TOTAL DIRECT COST:	
	TOTAL ADMINISTRATIVE COST:	
	TOTAL CONTRACT COST:	

#### 10.3 <u>Personnel Form</u>

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

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

#### 10.4 <u>Scrutinized Company Form</u>

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.

#### 10.5 Financial Compliance Audit

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

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

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

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

- 2. <u>X</u> Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.). Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to FDOH as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to FDOH.
- 3. \_\_\_\_\_ Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40). Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to FDOH as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

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

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by FDOH 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 FDOH. In the event FDOH

determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by FDOH staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## AUDIT GUIDANCE

## PART I: FEDERALLY FUNDED

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

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

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

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

## PART II: STATE FUNDED

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

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

**Note:** An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with FDOH shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to FDOH shall be fully disclosed in the audit report with reference to FDOH contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with FDOH in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, FDOH retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

#### PART III:OTHER AUDIT REQUIREMENTS

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

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

## **TYPES:**

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

#### PART IV: REPORT SUBMISSION

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

#### SingleAudits@flhealth.gov

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

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

#### Florida Department of Health

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

B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: <u>flaudgen\_localgovt@aud.state.fl.us</u>.

One paper copy mail to: **Auditor General's Office** Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

- 2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with 2 CFR § 200.512 shall also be submitted by or on behalf of recipient <u>directly</u> to each of the following:
  - A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as

the only accepted method for report compliances. FAC's website address is: <u>https://harvester.census.gov/facweb/</u>

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

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

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

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

## PART V: RECORD RETENTION

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

#### 10.6 Lobbying and Debarment Forms

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements
Contract # \_\_\_\_\_

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this

federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit <u>Standard</u> <u>Form-LLL</u>, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature	Date
Name of Authorized Individual	Application or Contract Number
Name of Organization	
Address of Organization	

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

#### CONTRACTS / SUBCONTRACTS

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

#### INSTRUCTIONS

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

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

## CERTIFICATION

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

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

Signature: _
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(3) By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the <u>System for Award Management (SAM)</u> database. \_\_\_\_\_ Initials: \_\_\_\_\_\_ Verification Date: \_\_\_\_\_\_