

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

August 19, 2022

Joseph A. Ladapo, MD, PhD
State Surgeon General
4052 Bald Cypress Way, Bin A-00
Tallahassee, Florida 32399

Dear Dr. Ladapo:

Enclosed is our internal audit report # A-2122-005, *Bureau of Chronic Disease's Epilepsy Contracts*. The report provides an independent evaluation of two of six Epilepsy Services Program contracts.

The audit was conducted by Ashlea K. Mincy, CIGA, Assistant Director of Auditing, and supervised by Mark H. Boehmer, CPA, Director of Auditing.

Management agreed with the findings identified in the report. We will provide you a status update in six months detailing the progress management has made toward addressing the proposed corrective actions included in Appendix A of the report.

If you wish to discuss the report, please let me know.

Sincerely,

Michael J. Bennett, CIA, CGAP, CIG
Inspector General

MJB/akm
Enclosure

cc: Melinda M. Miguel, Chief Inspector General, Executive Office of the Governor
Samantha Perry, CPA, Office of the Auditor General
Cassandra G. Pasley, BSN, JD, Chief of Staff
Kenneth A. Schepke, MD, FAEMS, Deputy Secretary for Health
Mike Mason, Assistant Deputy Secretary for Health
Melissa Jordan, MS, MPH, Assistant Deputy Secretary for Health
Karen Basha Egozi, Chief Executive Officer, Epilepsy Florida, Inc.
Patricia Anderson, Executive Director, Suncoast Epilepsy Association
Mark H. Boehmer, CPA, Director of Auditing



Purpose of this project:

The Department of Health's (Department) Bureau of Chronic Disease's (Bureau) Epilepsy Services Program (Program) contracts with six entities providing epilepsy services throughout the state of Florida. We selected two contracts, Contract COHT6 with Epilepsy Florida, Inc. (Epilepsy Florida), as the largest Program contract, and Contract COHT9 with Suncoast Epilepsy Association, Inc. (Suncoast), at management's request,¹ to determine whether:

- Selected deliverables and overall goals of the contracts were completed.
- The Department's contract manager (CM) for these contracts, and the Providers were in compliance with select applicable laws and Department policies and procedures.

What we examined:

We reviewed selected available documentation related to both Providers identified above for the entire term of the contract. Each contract's term runs from July 1, 2018 through June 30, 2022 (with renewals).

Summary of results:

Providers did not always submit documentation on time, resulting in an inability to determine if the deliverables and overall goals of the contracts were completed. We identified the following issues the Bureau should address related to contract compliance:

- The Department's official contract performance record was not available for the full term of the contracts.
- Nonspecific contract language and inadequate CM training made it difficult to ensure CMs were able to evaluate completion of deliverables by the Providers.
- Contract monitoring was inadequate.
- The CM's supervisor's review of the contract files was not sufficient.

Additionally, we identified the following issue the Bureau and Suncoast should address related to contract compliance:

- Suncoast submitted invoices and Monthly Progress Reports (Reports) late or not at all. Additionally, Department management was not timely notified of Suncoast's failure to submit required documentation in compliance with the contract.

Subsequent Event:

The CM moved within the Department after the completion of our fieldwork, and is no longer responsible for managing the Program's contracts.

Additional details follow below. Management's and the Provider's responses to the issues noted in this report may be found in **Appendices A-C**.

¹ Epilepsy Florida and Suncoast will be collectively referred to as "Providers" throughout this report.

BACKGROUND

The Department is to establish a program for the care and assistance of persons with epilepsy and promote and assist in the continued development and expansion of programs for the case management, diagnosis, care and treatment of such persons, including required pharmaceuticals, medical procedures, and techniques which will have a positive effect in the care and treatment of persons with epilepsy.²

The Bureau's Program, through its providers, offers patient assistance and referrals, education, and prevention services to the public. While providers may not have a physical office in each county, they must offer services throughout their area. This ensures every county resident is afforded the opportunity to access services.

Any resident of Florida diagnosed with epilepsy, or is suspected of having epilepsy, and needs the Program's services can apply to be a client.

DETAILED RESULTS AND RECOMMENDATIONS

Criteria for the detailed results below, unless otherwise cited, include DOHP³ 250-14-19, *Contractual Services*, which explains a CM is assigned responsibility to:

- ❖ Complete an annual monitoring plan;
- ❖ Monitor the provider's administrative, fiscal and programmatic performance relative to the terms of the contract;
- ❖ Process, inspect, review, and approve the provider's deliverables, and authorize invoices for payment, as appropriate;
- ❖ Review and reconcile the provider's documentation of contract-related expenditures;
- ❖ Maintain the files of records pertaining to the contract(s) managed;
- ❖ Ensure the provider has met all contract terms and conditions, and all requirements specified in the *Standard Contract*;
- ❖ Continuously monitor contractor performance to react quickly if a provider is failing, so that taxpayer funds are not wasted; and
- ❖ If assigned multiple direct service contracts, conduct an annual risk assessment to determine the contracts to be monitored on-site.

Based upon our review of the two selected Providers, our audit identified the following opportunities to improve effectiveness and efficiencies for the successful completion of contract obligations and performance:

² Section 385.207(2)(a), Florida Statutes

³ Department of Health Policy

1. The Department's official contract performance record was not available for the full term of the contracts.

- The current CM took over managing both selected contracts January 6, 2020. The Bureau was unable to locate the previous CM's files of these Providers.
- Documentation for the following months was not maintained as part of the current CM's file and could not be provided:
 - Epilepsy Florida
 - ❖ July 2018 through June 2019, and November 2019
 - Suncoast
 - ❖ August 2018 through July 2019
- The OIG's ability to verify contract performance for the full term of the contracts was limited to the documentation that was available.
- DOHP 250-14-19, *Contractual Services*, explains the CM's file is the official record of contract performance and payments, and must be maintained for a period of six years following contract closeout, or the resolution of any pending action (i.e., legal, audit), whichever is later.
- The Department's ability to sufficiently participate in reviews by external auditors, verify that the deliverables and goals of the contracts were achieved, and fully respond to public record requests regarding both selected contracts is impeded when the entire official contract performance record is not maintained.

We recommend the Bureau ensure all provider contract files are maintained in compliance with requirements in DOHP 250-14-19, Contractual Services.

2. Nonspecific contract language and inadequate CM training made it difficult to evaluate completion of deliverables.

- Contract language developed by the Bureau did not include specific definitions for some deliverables, especially what is considered a group presentation/awareness activity (Activity), and whether the same client can be considered an unduplicated client in multiple months.
- The number of unduplicated clients served, and the number of Activities conducted serve as benchmarks for determining if the goals of the contracts are met.
- The CM was also not provided guidance on what is classified as an Activity. The CM only looks to verify each Provider reported a number of unduplicated clients served, the number of Activities conducted, and provided summaries to match the Activity number on the Report when reviewing the invoices and attachments. Additionally, the CM did not review detailed Provider documentation to ensure the number of services reported by the Providers was accurate.
- There is an increased risk that contract deliverables and intended goals may not be met when imprecise contract language is used and CMs are provided insufficient training.

We recommend the Bureau clearly define the deliverables to ensure the Department, CMs, and providers are of the same understanding and agree on the requirements of each contract.

Additionally, we recommend the Bureau continue to improve training of CMs, specifically regarding definition of terms used in standard contract language.

3. Contract monitoring was inadequate.

- While contract language appropriately included financial consequences for failure to timely and accurately complete deliverables, they were not consistently and adequately assessed. Examples included:
 - ❖ Suncoast was required to conduct five Activities for October 2019. The financial consequence for failure to conduct the minimum number of Activities each month should have resulted in a \$160 reduction in that month's invoice payment. The Provider reported no Activities on the Report for that month, but included summaries from September 2019. The Provider was not assessed the \$160 financial consequence.
 - ❖ Epilepsy Florida was required to provide case management or medical services to a minimum of 122 unduplicated clients for December 2019. The financial consequence for failure to meet the minimum of unduplicated clients each month should have resulted in a \$160 reduction in that month's invoice payment. The Provider reported 116 unduplicated clients for that month. The Provider was not assessed the \$160 financial consequence.
 - ❖ The Providers were required to submit an invoice and Report within 30 days of the end of each month. The financial consequence for failure to meet this requirement should have a \$160 reduction in that month's invoice payment. An additional reduction of \$75 should have been assessed for every five business days thereafter. Financial consequences were not applied in the following instances:

Month	Due Date	Date Received	Financial Consequence Not Applied
<u>Epilepsy Florida</u>			
June 2020	July 30, 2020	August 3, 2020	\$160
September 2020	October 30, 2020	November 9, 2020	\$235
March 2021	April 30, 2021	May 17, 2021	\$310
<u>Suncoast</u>			
August 2019	September 30, 2019	October 11, 2019	\$235
November 2019	December 30, 2019	January 9, 2020	\$235
January 2020	March 1, 2020	March 4, 2020	\$160
February 2020	March 30, 2020	April 8, 2020	\$235
March 2020	April 30, 2020	May 5, 2020	\$160
April 2020	May 30, 2020	June 16, 2020	\$460
May 2020	June 30, 2020	August 4, 2020	\$535
June 2021	July 30, 2021	August 9, 2021	\$235

- The Department's official contract performance record maintained by the CM represented that Epilepsy Florida submitted the December 2020 invoice late on February 3, 2021. Epilepsy Florida subsequently provided documented proof the invoice was submitted timely, on January 30, 2021, and was inaccurately stamped as received on February 3, 2021 by the CM.
- The CM did not timely update a Provider's contact information. Suncoast notified the CM via email December 8, 2020, that it would be moving its office December 17, 2020. The CM acknowledged receipt of the email the same day, responding, "...Ok, we will update our records." However, when the Department sent a certified letter to Suncoast in March 2022, it was returned to the Department due to using the prior address.
- The CM is responsible to monitor the six Program contracts. DOHP 250-14-19, *Contractual Services*, requires a CM assigned multiple direct service contracts to conduct an annual risk

assessment to determine the contracts to be monitored on-site. The CM completed one risk assessment when assigned responsibility for these contracts in January 2020. No subsequent annual risk assessment was completed.

- No onsite monitoring visits were made during the contract period.⁴ DOHP 250-14-19, *Contractual Services*, explains successful monitoring is accomplished through a combination of the review of documentation from a provider, input from service recipients and others, and visits to the site of service delivery. For the Department to react quickly to ensure a provider is spending taxpayer funds appropriately, CMs must conduct adequate monitoring. Suncoast failed to provide invoices and Reports since July 2021, due to staffing and technical limitations; however, no effort was made by the Bureau to visit the site to determine if services were being provided. We visited Suncoast during our audit, to observe activities and interactions and ensure contract activities were being performed.

We recommend the Bureau continue developing and enhancing processes to ensure all contract deliverables are appropriately evaluated and contract monitoring is adequate.

Also, we recommend the Bureau ensure financial consequences are assessed and collected in accordance with contract language.

4. Suncoast submitted invoices and Monthly Progress Reports late or not at all. Additionally, Department management was not timely notified of Suncoast's failure to submit required documentation in compliance with the contract.

- Each contract required the Provider to develop a Report and submit it to the CM within 30 days following the end of each month, but no later than the submission of the monthly invoice.
- Suncoast had either not submitted (nine), or submitted late (20), the following months' invoices and Reports.

Month	Due Date	Date Received
August 2019	September 30, 2019	October 11, 2019
November 2019	December 30, 2019	January 9, 2020
January 2020	March 1, 2020	March 4, 2020
February 2020	March 30, 2020	April 8, 2020
March 2020	April 30, 2020	May 5, 2020
April 2020	May 30, 2020	June 16, 2020
May 2020	June 30, 2020	August 4, 2020
June 2020	July 30, 2020	September 15, 2020
July 2020	August 30, 2020	October 9, 2020
August 2020	September 30, 2020	October 9, 2020
September 2020	October 30, 2020	December 9, 2020
October 2020	November 30, 2020	December 14, 2020
November 2020	December 30, 2020	June 30, 2021
December 2020	January 30, 2021	June 30, 2021
January 2021	March 2, 2021	July 21, 2021
February 2021	March 20, 2021	July 26, 2021
March 2021	April 30, 2021	July 26, 2021
April 2021	May 30, 2021	August 9, 2021
May 2021	June 30, 2021	August 9, 2021
June 2021	July 30, 2021	August 9, 2021
July 2021	August 30, 2021	Not Submitted
August 2021	September 30, 2021	Not Submitted
September 2021	October 30, 2021	Not Submitted
October 2021	November 30, 2021	Not Submitted
November 2021	December 30, 2021	Not Submitted
December 2021	January 30, 2022	Not Submitted

⁴ Travel was restricted due to COVID-19 for a portion of the contract term.

January 2022	March 2, 2022	Not Submitted
February 2022	March 30, 2022	Not Submitted
March 2022	April 30, 2022	Not Submitted

- The Department sent a certified letter to Suncoast on February 23, 2022, as we initiated our audit, stating, "The Department has not received any invoices from Suncoast, for the monthly payment periods of July 1, 2021, through December 2021."
- Failing to submit the invoice and Report to the CM within 30 days following the end of each month resulted in Suncoast's noncompliance with the contract and significantly impacted the Department's ability to ensure clients received necessary services.
- As of the end of fieldwork, Department management has yet to make a decision whether to continue contracting with Suncoast.

In instances where the Provider does not submit the invoices and Reports timely, we recommend the Bureau make efforts to obtain the required documentation and apply applicable financial consequences.

Additionally, we recommend the Bureau develop a process to notify Department management of contractor noncompliance after repeated failures of providers, to ensure additional actions are taken in a timely manner.

If the Department renews the contract with Suncoast, we recommend the Bureau consider including language for termination of the contract if the deliverables are not adequately and timely met.

5. The CM's supervisor's review of the contract files was not sufficient.

- DOHP 250-14-19, *Contractual Services*, explains a CM's supervisor is responsible to conduct a review of the contract file every six months.
- Documentation of supervisory reviews of the Providers prior to 2020 could not be located. Of the documentation available, the CM's supervisor timely reviewed the contract file for each of the two contracts twice.
- The *Supervisor File Review and Attestation* for Suncoast dated May 12, 2022, was signed by the CM and their supervisor inappropriately stating "I... attest that I have reviewed the contract... The deliverables under this contract have been satisfactorily provided in [accordance with] section 215.422, Florida Statutes, and the contract file meet[s] the department contract requirements and the terms of the contract." The attestation was signed just after Suncoast had not submitted documents for 10 months, after the CM acknowledged to our office the contract file was not complete, and after a letter was sent to the Provider requesting the documents. The CM did not have documentation at the time to support that deliverables were satisfactorily provided.
- Inadequate supervisory review increases the risk a contract file is incomplete and deliverables will not be provided in accordance with contract terms.

We recommend the Bureau require contract file supervisory reviews to be adequately and timely reviewed in compliance with DOHP 250-14-19, Contractual Services.

SUPPLEMENTAL INFORMATION

Section 20.055, Florida Statutes, charges the Department's Office of Inspector General with responsibility to provide a central point for coordination of activities that promote accountability, integrity, and efficiency in government.

Ashlea K. Mincy, CIGA, Assistant Director of Auditing, conducted the audit under the supervision of Mark H. Boehmer, CPA, Director of Auditing.

Our methodology included reviewing applicable Florida law; DOHP 250-14-19, *Contractual Services*; applicable documentation; and the CM's files. We interviewed key management, the CM and the Providers, and made a site visit to Suncoast.

This audit was conducted in conformance with *International Standards for the Professional Practice of Internal Auditing*, issued by the Institute of Internal Auditors, as provided by section 20.055(6)(a), Florida Statutes, and as recommended by Quality Standards for Audits by Offices of Inspector General (*Principles and Standards for Offices of Inspectors General*, Association of Inspectors General).

We want to thank management and staff of the Bureau, Epilepsy Florida, and Suncoast, for the information and documentation they provided, and for their cooperation throughout the project.

Copies of all final reports are available on our website at www.FloridaHealth.gov (search: internal audit). If you have questions or comments, please contact us by the following means:

Address:

4052 Bald Cypress Way, Bin A03,
Tallahassee, FL 32399

Email:

inspectorgeneral@flhealth.gov

Phone:

850-245-4141

APPENDIX A: MANAGEMENT RESPONSE

	Recommendation	Management Response
1	<p><i>We recommend the Bureau ensure all provider contract files are maintained in compliance with requirements in DOHP 250-14-19, Contractual Services.</i></p>	<p>We concur.</p> <p>The contractual period for Epilepsy Florida (COHT6) started on July 1, 2018, and Suncoast (COHT9) started on August 1, 2018. Both contracts ended June 30, 2022. During this period the contracts underwent a change in both the CM and the CM's supervisor. Unfortunately, due to staff turnover and vacancy, follow-up was not completed before January 2020 to ensure all initial contract documentation was filed and maintained accordingly as a hardcopy and electronically. Since January 2020, all efforts were made to document contract actions and maintain contract files as specified in DOHP 250-14-19, <i>Contractual Services</i>.</p> <p>Bureau staff is currently completing final steps of executing new epilepsy contracts. Electronic file folders have been created on the Bureau's network drive for each contract. There is an electronic file folder for contract development which includes the Attachment I draft, the health exemption requests, proposed budget narrative and justification, etc. For each contract action, an electronic file folder will be created under each contract. In addition, a three-ring binder will be created and maintained with each executed contract with the following sections/tabs: Initial/Original Contract, Amendments, Renewals, Invoices, Reports, and DH1122s.</p> <p><i>Contact:</i> Lareina D. Thompson <i>Anticipated Completion Date:</i> June 30, 2023</p>
2.1	<p><i>We recommend the Bureau clearly define the deliverables to ensure the Department, CMs, and providers are of the same understanding and agree on the requirements of each contract.</i></p>	<p>We concur.</p> <p>New contracts are currently being developed by newly assigned Bureau contract and program managers with the assistance of an assigned attorney from the Office of the General Counsel. Bureau staff have communicated with the providers through email, and scheduled Microsoft Teams meetings, to receive comment/feedback on proposed additions and changes to the Attachment I, Scope of Work, of the new contract. Additional efforts have been made by Bureau staff to add clear definitions to distinguish between a new case/patient versus an existing case/patient, and what constitutes a group activity/event, for example. Moreover, additional documentation has been requested in the new contract to ensure Bureau staff can appropriately track and confirm the number of new and existing cases/patients the provider serves each month.</p> <p><i>Contact:</i> Lareina D. Thompson <i>Anticipated Completion Date:</i> October 31, 2022</p>

<p>2.2</p>	<p><i>Additionally, we recommend the Bureau continue to improve training of CMs, specifically regarding definition of terms used in standard contract language.</i></p>	<p>We concur.</p> <p>The Bureau currently has a Contract Administration Section in which the table of organization consists of two Career Service full-time equivalents and two Other Personal Services staff positions, which is led by the Section Administrator. Instituted in September 2021, the new Contract Section Administrator established "Follow-up Fridays", a weekly check-in with CMs. As of February 2022, a monthly meeting series has been established the second Friday of every month to discuss in detail any error recently identified by the Section Administrator, review any new guidance provided by the Department's Office of Contract Administration and Oversight and address any CM questions. This monthly meeting will be maintained and will be utilized to have more structured trainings delivered during this hour to ensure Bureau CMs have continuous training to assure they are abreast of any new contract actions ensuring their respective contract folders are maintained and compliant. Furthermore, Bureau leadership will ensure CMs complete the required Department's Contract Management Recertification every two years in TRAIN.</p> <p><i>Contact:</i> Lareina D. Thompson <i>Anticipated Completion Date:</i> June 30, 2023</p>
<p>3.1</p>	<p><i>We recommend the Bureau continue developing and enhancing processes to ensure all contract deliverables are appropriately evaluated and contract monitoring is adequate.</i></p>	<p>We concur.</p> <p>We were unable to ascertain why prior to 2020, onsite monitoring was not done once the contracts were executed in 2018 to ensure the provider was setup accordingly to meet contract deliverables. With the start of 2020, given the nature of the COVID-19 pandemic, many staff were unable to travel for monitoring, and many providers were not available for onsite monitoring to occur. However, a desk review audit should have been conducted. As of June 2022, the Bureau has assigned a programmatic manager to work alongside the CM for these contracts to ensure all elements of the contract are monitored and efforts are being made to ensure in-person onsite monitoring is conducted before the third quarter of every contract year.</p> <p><i>Contact:</i> Lareina D. Thompson <i>Anticipated Completion Date:</i> June 30, 2023</p>

<p>3.2</p>	<p><i>Also, we recommend the Bureau ensure financial consequences are assessed and collected in accordance with contract language.</i></p>	<p>We concur.</p> <p>The findings reflect activities that were conducted under a different CM and supervisory staff. Since then, new staff has been hired, or is in the process of being hired for these roles. To ensure that all future contract terms (i.e., financial consequences) are enforced, additional reviews and documentation of noncompliant contracts will be developed and attested to by both the CM and the Bureau Contract Section Administrator. This acknowledgment will then be stored in the contract file monitoring folder "Supervisory Review". Additional training will be provided to both supervisors and contract staff on financial consequences and the requirement to assess these consequences in a timely fashion with justification. Additionally, CMs will be required to copy the immediate supervisor, Deputy Bureau Chief, and Bureau Chief on communications to providers to ensure all requests and actions are followed through in a timely manner.</p> <p>Contact: Lareina D. Thompson <i>Anticipated Completion Date: June 30, 2023</i></p>
<p>4.1</p>	<p><i>In instances where the Provider does not submit the invoices and Reports timely, we recommend the Bureau make efforts to obtain the required documentation and apply applicable financial consequences.</i></p>	<p>We concur.</p> <p>For all new epilepsy contracts, new Bureau staff have been advised to have constant and clear communication with the providers to ensure all required documentation are submitted accordingly each month for invoicing. If not submitted within the respective timeframe, financial consequences will be levied accordingly.</p> <p>Contact: Lareina D. Thompson <i>Anticipated Completion Date: June 30, 2023</i></p>
<p>4.2</p>	<p><i>Additionally, we recommend the Bureau develop a process to notify Department management of contractor noncompliance after repeated failures of providers, to ensure additional actions are taken in a timely manner.</i></p>	<p>We concur.</p> <p>Bureau staff is creating a protocol for when and how to notify Department management of contractor noncompliance after repeated failures of providers, to ensure additional actions are taken in a timely manner.</p> <p>Contact: Lareina D. Thompson <i>Anticipated Completion Date: October 31, 2022</i></p>
<p>4.3</p>	<p><i>If the Department renews the contract with Suncoast, we recommend the Bureau consider including language for termination of the contract if the deliverables are not adequately and timely met.</i></p>	<p>We concur.</p> <p>All new epilepsy contracts under development include language for termination of the contract if deliverables are not adequately and timely met. The language in Section III of the Standard Contract states how the contract can be terminated with written notice. This has been discussed with Bureau staff and the epilepsy providers accordingly.</p> <p>Contact: Lareina D. Thompson <i>Anticipated Completion Date: October 31, 2022</i></p>

<p>5</p>	<p><i>We recommend the Bureau require contract file supervisory reviews to be adequately and timely reviewed in compliance with DOHP 250-14-19, Contractual Services.</i></p>	<p>We concur.</p> <p>The Bureau will require contract file supervisory reviews to be done adequately and timely, ensuring that the new section administrator/supervisor is trained and familiar with the DOHP 250-14-19, <i>Contractual Services</i>, and remains in compliance. Bureau Contract Section Administrator/Supervisor will calendarize these reviews to ensure they occur as specified. Bureau leadership will also be present during these reviews to ensure compliance is met.</p> <p><i>Contact:</i> Lareina D. Thompson <i>Anticipated Completion Date:</i> June 30, 2023</p>
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APPENDIX B: EPILEPSY FLORIDA, INC. RESPONSE



July 21, 2022

Mark H. Boehmer, CPA, Director of Auditing
 Department of Health
 Office of Inspector General
 4052 Bald Cypress Way, Bin A-03
 Tallahassee, FL 32399-1704

RE: Epilepsy Alliance Florida Bureau of Chronic Disease Epilepsy Contracts Project Response

Dear Mr. Boehmer:

We are in receipt of Ashlea Mincy's email dated July 15, 2022, which includes a preliminary and tentative report containing findings and recommendations to management of the Department's Division of Community Health Promotion. This letter will serve as formal reply to the report.

Below, is a list of the findings pertaining to Epilepsy Florida that do not match our records. Attached you will find the pertinent back up.

INVOICE	DUE DATE	DATE RECEIVED	Financial Consequence Not Applied	EAF RESPONSE	Actual Financial Consequence to Apply	EAF Back-up Provided
June 2020	July 30, 2020	August 3, 2020	\$160	EAF asked the DOH to clarify when the final invoice was due. The DOH referred us back to Section I.C.6.c of our contract which states that the financial report is due 45 days after month end but no later than date of the submission of the final invoice which is 30 days. Based on years of past DOH contracts, EAF maintained its regular yearend practice of a 45-day closeout.	\$0	Please refer to contract
September 2020	October 30, 2020	November 9, 2020	\$235	DOH had not submitted the pending amendment and asked us not to invoice them for September pending completion of the amendment.	\$0	Please see attached email regarding the delayed amendment.

P R O U D M E M B E R O F E P I L E P S Y A L L I A N C E A M E R I C A

www.epilepsyalliancefl.com | 1-877-553-EPILEPSY



December 2020	January 30, 2021	February 3, 2021	\$160	Invoice was submitted 1.30.21 on time	\$0	See EAF invoice email submission attached.
March 2021	April 30, 2021	May 17, 2021	\$310	The financial consequence was applied.	CHARGED AND PAID \$310	Please see email attached from the DOH.

We also question the second bullet in #3 of your report that reads as follows:

Epilepsy Florida was required to provide case management or medical services to a minimum of 122 unduplicated clients for December 2019. The financial consequence for failure to meet the minimum of unduplicated clients each month should have resulted in a \$160 reduction in that month's invoice payment. The Provider reported 116 unduplicated clients for that month. The Provider was not assessed the \$160 financial consequence.

The third bullet under #3. Contract monitoring was inadequate. Is inaccurately calculated. Unduplicated clients equals "Actual Number of Unduplicated Clients Served for the Month" plus "Actual Number of Advocacy Actions" as reported in Attachment III submitted with all monthly invoices. The December 2019 line item titled "Total number of Case Management Services Provided" is 146 clients.

Please know that we are available to discuss the discrepancy if you require further clarification. Thank you for all your help and for Ms. Mincy's professionalism during this process.

Sincerely,

Karen Basha Egozi
President & CEO

Attachments

Cc: Monica Rodriguez, Epilepsy Alliance Florida CFO & COO
Tara Hylton, MPH
Chief, Bureau of Chronic Disease Prevention
Division of Community Health Promotion
Florida Department of Health
4952 Bald Cypress Way, Bin A-18
Tallahassee, FL 32399

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W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

- k. If Provider is determined to be a subrecipient of federal funds, Provider will comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed CCR registration) in CCR to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.
- C. **Audits, Records (including electronic storage media), and Records Retention**
1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of this contract and at the request of the Department, Provider will, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
 4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
 6. If Provider is a recipient or subrecipient as specified in Attachment IV, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary in order for Provider to fulfill its obligations under this contract.
 All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Within 45 days from the end of each contract year, but no later than submission of the final invoice for that year, submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
 - d. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
 7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

Form Revised 03/18

2

Contract # COHI6

Monica Rodriguez

From: Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>
Sent: Thursday, May 27, 2021 3:31 PM
To: Monica Rodriguez
Cc: Karen Egozi; WigginsMcGriff, Tonjii D
Subject: RE: Epilepsy Florida - April 2021 Report

Hey Monica,

Sorry about that, I just returned not long ago from lunch. But yes, after looking back on their notes and the contract, your amounts in reduction are correct. So please re-submit the invoice for a new total of \$139,560.59.

Let me know if you have any further questions.

A. Remi Sawyerr, MS

Contract Manager

Government Operations Consultant III

Bureau of Chronic Disease Prevention

Division of Community Health Promotion

Mailing Address: 4052 Bald Cypress Way, BIN A18

Tallahassee, FL 32399

850-558-9576

From: Monica Rodriguez <Monicar@epilepsyfl.org>
Sent: Thursday, May 27, 2021 1:06 PM
To: Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>
Cc: Karen Egozi <kegozi@epilepsyfl.org>; WigginsMcGriff, Tonjii D <Tonjii.WigginsMcGriff@flhealth.gov>
Subject: RE: Epilepsy Florida - April 2021 Report

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Hi Remi,

I tried calling you. When you have a moment I would like to discuss.

The way I understand the contract, it requires the monthly report an invoice to be submitted within 30 days of the end of the month. That would have been April 30th. It was submitted May 17th which is 11 business days later. So the penalty per my calculations would be \$160 + \$150 (10 business days) = \$310.

I can be reached at 305-431-2360

Thank you,
Monica Rodriguez
CFO & COO



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From: Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>
Sent: Wednesday, May 26, 2021 3:58 PM
To: Monica Rodriguez <Monicar@epilepsyfl.org>
Cc: Karen Egozi <kegozi@epilepsyfl.org>; WigginsMcGriff, Tonjii D <Tonjii.WigginsMcGriff@flhealth.gov>
Subject: RE: Epilepsy Florida - April 2021 Report

Hi Monica,

After submitting your March invoice for payment processing, we have been notified to return invoice for a correction of the amount submitted. Due to the late submission, we have to access the following financial consequences as stated on page 12 of your Attachment 1 file:

- (\$160.00) reduction in monthly invoice amount
- (\$75.00) reduction for every 5 business days the report was past due. Invoice was not received until May 17, for a total of 25 business days past due. Or \$375 reduction.

This will bring the total final consequence and reduction of your invoice by \$535.00.

Please submit a new invoice for March 2021 in the amount of **\$139,400.59** for payment.

Let me know if you have any questions.

Remi Sawyerr, MS
Contract Manager
Government Operations Consultant III
Bureau of Chronic Disease Prevention
Division of Community Health Promotion
 Mailing Address: 4052 Bald Cypress Way, BIN A18
 Tallahassee, FL 32399
850-558-9576

From: Monica Rodriguez <Monicar@epilepsyfl.org>
Sent: Monday, May 17, 2021 10:38 AM
To: Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>
Cc: Karen Egozi <kegozi@epilepsyfl.org>; WigginsMcGriff, Tonjii D <Tonjii.WigginsMcGriff@flhealth.gov>
Subject: RE: Epilepsy Florida - April 2021 Report

Hi Remi,

My apologies but I cannot find the email. Not sure what happened. Attached please find the reports.

Monica Rodriguez
 CFO & COO



T: [305-670-4949](tel:305-670-4949)
A: 7300 N. Kendall Drive, Suite 760
 Miami, FL 33156
www.epilepsyfl.com

[f](#) [in](#) [t](#) [v](#) [@](#)



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From: Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>
Sent: Monday, May 17, 2021 8:32 AM
To: Monica Rodriguez <Monicar@epilepsyfl.org>
Cc: Karen Egozi <kegozi@epilepsyfl.org>; WigginsMcGriff, Tonjii D <Tonjii.WigginsMcGriff@flhealth.gov>
Subject: RE: Epilepsy Florida - April 2021 Report

Hey Monica,

We received your April invoice, but we have not received the March invoice. If you sent it some time back and I missed it, please resend because I do not have it on record.

Thanks,

Remi Sawyerr, MS
Contract Manager
Government Operations Consultant III
Bureau of Chronic Disease Prevention

Division of Community Health Promotion

Mailing Address: 4052 Bald Cypress Way, BIN A18
Tallahassee, FL 32399
850-558-9576

From: Monica Rodriguez <Monicar@epilepsyfl.org>

Sent: Friday, May 14, 2021 4:57 PM

To: Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>

Cc: Karen Egozi <kegozi@epilepsyfl.org>; WigginsMcGriff, Tonjii D <Tonjii.WigginsMcGriff@flhealth.gov>

Subject: Epilepsy Florida - April 2021 Report

Good Afternoon Remi,

Enclosed for your review please find the following documents necessary to invoice for the month of January 2021:

1. **Attachment II** for April 1, 2021 through April 30, 2021;
2. **Attachment III** for April 1, 2021 through April 30, 2021, which includes summary of awareness activities and contract deliverables;

Thank you in advance for your prompt attention and processing of this invoice. Should you need any additional information, or have any questions or concerns, please feel free to contact me at 305-670-4949, Ext. 218, or my email.

Kind Regards,

Monica Rodriguez
CFO & COO

Epilepsy Florida
7300 N. Kendall Drive, Suite 760
Miami, FL 33156
Phone: (305) 670-4949, Ext. 218
monicar@epilepsyfl.org



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Monica Rodriguez

From: Monica Rodriguez
Sent: Saturday, January 30, 2021 12:01 AM
To: 'Remi.Sawyer@flhealth.gov'
Cc: Karen Egozi; 'WigginsMcGriff, Tonjii D'
Subject: Epilepsy Florida - December 2020 Report
Attachments: Attachment III COHT6 FY 20-21 December 2020.pdf; Epilepsy Florida - Quarterly Invoice - Sept 2020.pdf; Invoice - December 2020.pdf; Budget Summary amendment.pdf

Good Evening Remi,

Enclosed for your review please find the following documents necessary to invoice for the month of March 2020:

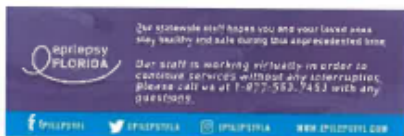
1. **Attachment II** for December 1, 2020 through December 31, 2020;
2. **Attachment III** for December 1, 2020 through December 31, 2020, which includes summary of awareness activities and contract deliverables;
3. Quarterly Expenditure Report which includes the Summary of Service Delivery and Expenditures for Quarter 2, and the 2020-2021 Budget Summary.

Thank you in advance for your prompt attention and processing of this invoice. Should you need any additional information, or have any questions or concerns, please feel free to contact me at 305-670-4949, Ext. 218, or at my email.

Kind Regards,

Monica Rodriguez
CFO & COO

Epilepsy Florida
7300 N. Kendall Drive, Suite 760
Miami, FL 33156
Phone: (305) 670-4949, Ext. 218
monicar@epilepsyfl.org



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Monica Rodriguez

From: Hylton, Tara <Tara.Hylton@flhealth.gov>
Sent: Wednesday, November 11, 2020 2:54 PM
To: Karen Egozi
Cc: WigginsMcGriff, Tonjii D; Sawyerr, Remi; Monica Rodriguez; Hylton, Tara
Subject: RE: Epilepsy Florida

Dear Karen,

Please excuse my delayed response.

Thank you again for writing your concerns in the email below as I immediately forwarded it to key Department Executive Office staff when initially received. Hence, Mr. Mike Mason (a friendly face and voice) being present on our most recent call 😊. As he stated on our provider call on Friday, November 6th, this program is of importance to the Office of the Deputy Secretary for Health.

With that said, your submitted July 2020 invoice should be processing with no further delay for payment and there should be no more perceived inconsistencies within DOH.

It is my hope that moving forward we regain your trust and respect. My team and I will do our best to ensure communication is clear, transparent, and consistent.

Take care,

Tara

Tara Hylton, MPH
 Chief, Bureau of Chronic Disease Prevention
 Division of Community Health Promotion
 Florida Department of Health
 4052 Bald Cypress Way, Bin A-18
 Tallahassee, FL 32399
 Direct Line: (850) 245-4102
 Main Line: (850) 245-4330

From: Karen Egozi <kegozi@epilepsyfl.org>
Sent: Tuesday, November 3, 2020 1:05 PM
To: Hylton, Tara <Tara.Hylton@flhealth.gov>
Cc: WigginsMcGriff, Tonjii D <Tonjii.WigginsMcGriff@flhealth.gov>; Sawyerr, Remi <Remi.Sawyerr@flhealth.gov>; Monica Rodriguez <Monicar@epilepsyfl.org>
Subject: Epilepsy Florida

Dear Tara,

Thank you for taking the time to speak with us on Friday. We are extraordinarily frustrated, as you know. This email serves as a brief synopsis of our call:

1. Epilepsy Florida was just advised last week, after we asked when we would be paid, that payments are being held pending finalization of our amendment (which is 100% at the discretion of the DOH). We were not advised that there would be no payments. Had we been advised, we could have made internal adjustments as

needed. As of today, there is no projected date of when an amendment will be finalized in turn when our payments will resume. This lack of communication from the DOH is cause for uncertainty.

2. EFL has been patient awaiting our amendment based on our prior experience with renewals including payments. We have signed renewals in the past (without budgetary information) and received regular payment as per the prior year contract. It appears, now, rules are randomly changed in the middle of a contract period with no notification. There is little consideration of the provider or the clients' needs. This does not foster good faith and causes us much wariness.
3. At the moment, payments are four months in arrears. EFL has been trustingly providing services for the past four months or for one-third of the contract year. Close to \$500k is due to us, at this time, with no idea when we will be paid. A small business cannot operate under such circumstances. Good business practice dictates payments to coincide with services. Again, there is cause for distrust.
4. Finally, the most disturbing is that other epilepsy providers have received their July payment. This demonstrates a huge lack of inconsistency at the DOH. It appears the right hand and the left hand are not in sync in implementing their own rules and regulations. It fosters huge mistrust.

While I understand the departments may be undergoing changes and that we are in the midst of a pandemic, I still expect their mutual respect, communications and professionalism.

Sincerely,

Karen Basha Egozi
President & CEO



T: [305-670-4949](tel:305-670-4949)
E: kegozi@epilepsvfl.org
www.epilepsvfl.com
7300 N. Kendall Drive, Suite 760
Miami, FL 33156



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In accordance with section 20.055(6)(e), Florida Statutes, Epilepsy Florida was provided 20 working days to submit a written response to the report as a specific entity contracting with the state and a subject of this audit. We received Epilepsy Florida's response on July 29, 2022. Their response reaffirms the tenor of our findings. Specifically, findings #2 *Nonspecific contract language and inadequate CM training made it difficult to evaluate completion of deliverables*, and #3 *Contract monitoring was inadequate*. The findings were derived from the Department's official contract performance record maintained by the CM. Our findings and recommendations for improvement were directed to the Bureau.

APPENDIX C: SUNCOAST EPILEPSY ASSOCIATION, INC. RESPONSE

In accordance with section 20.055(6)(e), Florida Statutes, Suncoast was provided 20 working days to submit a written response to the report as a specific entity contracting with the state and a subject of this audit. The deadline for Suncoast to provide a written response was August 15, 2022. As of this date, the OIG received no written response from Suncoast management.