

# **Programs to Reduce Severe Maternal Morbidity through Telehealth (SMMT) In Florida**

## **REQUEST FOR APPLICATIONS**

**RFA #22-002**

## **APPLICATION GUIDELINES**

**Fiscal Years 2023-2026**

**Florida Department of Health  
Office of Minority Health and Health Equity**

**Date of this notice: April 19, 2023**

**Application Deadline:  
May 8, 2023**

Pre-Conference Call:

**April 26, 2023**

9:00 am. EDT Number: 888-585-9008

Code: 603-602-521 then press #

**Playback:** “The pre-conference will be recorded and should be available within 2 business days on the [Office of Minority Health website](#). Answers to questions about this RFA will be posted [here](#).

Direct all questions about the online application process or related issues via email to [RequestforApplication@flhealth.gov](mailto:RequestforApplication@flhealth.gov) with the subject heading “**RFA#22-002 Questions**”.

Authorized under sections 381.7351 - 381.7356, Florida Statutes

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

**This grant opportunity is not subject to section 120.57(3), Florida Statutes.**

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NOTE: All awards in response to this Funding Opportunity are subject to the availability of funds and spending authority provided by the Florida Legislature. By submitting a grant application pursuant to this Funding Opportunity, all applicants acknowledge and consent to this condition.

# FUNDING ANNOUNCEMENT

## SECTION 1.0 INTRODUCTION:

The Florida Department of Health (Department), through its Office of Minority Health (OMH), announces the availability of funding for Fiscal Years (FY) 2023-2026 to fund Severe Maternal Morbidity through Telehealth (SMMT) Programs. This funding is anticipated to be for eighteen counties in Florida. The goal of the SMMT Program is to reduce Maternal Health Disparities and SMM and improve Health Outcomes for eligible pregnant and Postpartum patients (Eligible Patients), with a primary focus on Minority Populations and Vulnerable Populations. The Department reserves the right to increase or decrease the number of counties for this project based on the availability of funding.

**1.1 Program Authority:** Sections 381.7351 - 381.7356, Florida Statutes.

### 1.2 Notice and Disclaimer:

- 1.2.1. Grant awards will be determined by the Department at its sole discretion based on the availability of funds and the quality of the application.
- 1.2.2. The Department reserves the right to offer grant awards for less than the amount requested by Applicants as it deems is in the best interest of the State of Florida and the Department.
- 1.2.3. The receipt of proposals in response to this solicitation does not imply or guarantee that any one or all proposals will be awarded a grant.
- 1.2.4. **Additionally, the Department reserves the right to negotiate services and funding with Applicants prior to the final offer of the grant award.**
- 1.2.5. Neither the Department nor the State of Florida are liable for any costs incurred by an Applicant in responding to this RFA.
- 1.2.6. Materials submitted by Applicants will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

### 1.3 SMMT Program Purpose:

The SMMT grant seeks to reduce Maternal Health Disparities and other maternal health conditions that effect SMM rates. The grant is anticipated to fund SMMT Programs in eighteen counties in Florida, but is subject to change based on the availability of funding. Each SMMT Program will:

- 1.3.1. Provide enhanced maternity care to Eligible Patients.
- 1.3.2. Use telehealth to assess Eligible Patients' service needs and gaps.
- 1.3.3. Link Eligible Patients to social services and education.
- 1.3.4. Coordinate with community-based organizations.

- 1.3.5. Assist Eligible Patients with insurance enrollment.
- 1.3.6. Provide for services not covered by insurance (i.e., bus services, dental services, health care services).
- 1.3.7. Provide Eligible Patients Tools for Wellness Checks.
- 1.3.8. Provide Telehealth Training for participating health care practitioners and Perinatal Professionals.
- 1.3.9. Expand the use of Technology-enabled collaborative learning and capacity building models to improve maternal health conditions.

## **1.4 Available Funding:**

- 1.4.1. Funding is anticipated to be in the amount of \$12 million, from Closing the Gap funds, appropriated for FY 2023-2026 by the Florida Legislature. The funding is anticipated to be disbursed among 18 counties in Florida.
- 1.4.2. Funding is anticipated to be available from July 1, 2023, or the date of contract execution, whichever is later. It will end on June 30, 2026.
- 1.4.3. The Department will use a fixed price, fixed fee payment model.

## **1.5 Anticipated Number of Awards**

The Department may award a single or multiple awards for each County in the Service Area. An Applicant can apply for more than one County within the Service Area; however, each Application must only be for one County.

## **1.6 Period of Performance**

July 1, 2023, or when the contract is executed, whichever is later. The Contract will end on June 30, 2026, unless renewed upon mutual written agreement of the parties.

## **1.7 Matching Funds**

The Medical Service Plan and the Social and Economic Barriers Needs Assessment and Support Plan must include special consideration of how services will be provided in the Front Porch Communities (where applicable). If the services cannot be provided to the Front Porch Communities, the Applicant must provide match (i.e., one dollar for each \$3.00 of grant payments made by the State and/or in-kind contribution, as applicable) in accordance with section 381.7356, Florida Statutes.

# **SECTION 2.0 PROGRAM OVERVIEW**

## **2.1 Timeline**

Applicants must adhere to the RFA timelines as identified below. It is the Applicants' responsibility to

regularly check the Department's following sites for updates.

Minority Health: <http://www.floridahealth.gov/programs-and-services/minority-health/closing-the-gap.html>  
DOH Grant Opportunities and Notice of Awards: <https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html>

**TIMELINE**  
**RFA# RFA22-002**

Prospective applicants must adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
Request for Applications Released and Advertised	<b>April 19, 2023</b>	Department of Health Grant Funding Opportunities Website: <a href="https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
Submission of Questions	<b>April 26, 2023</b>	Central Office Divisions/Programs use the following language: Submit questions by email with the subject heading "RFA# <u>22-002</u> Questions" to <a href="mailto:RequestforApplication@flhealth.gov">RequestforApplication@flhealth.gov</a> .
Anticipated posting of Answers to Questions	<b>May 3, 2023</b>	Department of Health Grant Funding Opportunities Website: <a href="https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
Applications due (no faxed or e-mailed applications)	<b>Must be received by <u>May 8, 2023, 11:59p.m ET</u></b>	To upload your application, go to the Department of Health Automated Upload System: <a href="https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a> .
Anticipated evaluation of applications	<b>May 18, 2023</b>	Review and Evaluation of Applications Begins
Anticipated award date	<b>May 31, 2023</b>	Department of Health Grant Funding Opportunities Website: <a href="https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>

## 2.2 Definitions

**Applicant:** Any person, entity, or organization that submits an application in response to this RFA.

**Award:** Financial assistance that provides support or stimulation to accomplish a public propose. Awards include grants and other agreements in the form of money or property in lieu of money, by the OMH to an eligible recipient.

**Awardee:** Any person, entity, or organization that receive support or stimulation from Closing The Gap funds resulting from this RFA.

**Care Coordination:** The identification, coordination, and provision of the medical and social needs of each Eligible Patient through direct service provision and referrals. Care Coordination will be provided using telehealth or home visiting services (coordinated with prenatal and postpartum home visiting services). Care Coordination includes:

- a. Assessing Eligible Patient's comprehensive needs and create a plan to fill service gaps.
- b. The coordination of services amongst multiple service organization to ensure unduplicated medical and social needs are provided to each Eligible Patient.
- c. Use Shared Decision-making, evidence-based best practices, and Clinical Practice Guidelines (which are Systematically developed statements to assist practitioner and patient decisions about appropriate health care for specific clinical circumstances) to advocate for options and services to meet the Eligible Patient's comprehensive health needs.
- d. Work with all health care providers, the Eligible Patient, the Eligible Patient's significant others, third party payers, non-profits, social services, and health care facilities to identify and meet the Eligible Patient's needs.
- e. Ensure that services are running smoothly, appointments are stream-lined, and Eligible Patients are receiving the best quality care possible.
- f. Engaging Eligible Patients as partners in their care plan,
- g. Evaluating the effectiveness of the services at addressing needs of the Eligible Patient.

**Care Coordinator:** An individual or organization that provides Care Coordination for high-risk populations.

**Collaborative Partners:** Health care and social service providers that worked together to provide for the unique needs of each patient.

**Clinical Practice Guidelines:** Systematically developed statements to assist practitioner and patient decisions about appropriate health care for specific clinical circumstances.

**Community:** A body of people living in the same locality with a common language or interest or populations living and interacting with one another in a particular environment.

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

otherwise.

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

**Cultural Competency:** A set of congruent behaviors, attitudes, and Policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations.

**Culturally and Linguistically Appropriate Services (CLAS) Standards:** A set of 15 action steps intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health care organizations to implement culturally and linguistically appropriate services.

**Eligible Patient:** A pregnant or postpartum patient who is receiving, or is eligible to receive, maternal care services from the Department under Chapter 381 or Chapter 383, Florida Statutes and is at higher risk for SMM.

**Enrollee:** An Eligible Patient that is enrolled into the SMMT Program.

**Evidence-Based Intervention (EBI):** An intervention designed to implement one or more strategies linking public health or Clinical Practice Guidelines to scientific evidence of effectiveness and other characteristics.

**Health Disparity:** The quantifiable differences when comparing two groups on a particular measure of health. Health disparities are typically reported as rate, proportion, mean, or some other measure.

**Health Literacy:** The degree to which individuals have the capacity to obtain, process, and understand basic health information needed to make appropriate health decisions.

**Health Outcomes:** Change in the health status of an individual, group, or population which is attributable to a planned intervention or series of interventions, regardless of whether such an intervention was intended to change health status.

**Healthy Start:** A free home visiting program that provides education and Care Coordination to Eligible Patients and families of children under the age of three.

**Maternal Health Disparities:** Factors that contribute to a higher risk of pregnancy, including unexpected results of labor and delivery health disparities in pregnancy and post partum women, that have serious short or long-term effects on a woman's health. Such factors include, but are not limited to: poverty, level of education, age (under 18 or over 35), multiple birth, substance misuse, existing health conditions such as hypertension and diabetes, the underserved, and a shortage of medical providers in an area.

**Minority Populations:** Includes, but is not limited to African Americans/Black, Hispanic/Latino Americans, Asian Americans, Native Hawaiian/Other Pacific Islanders, American Indians, Alaska Natives and multi-racial individuals.

**OMH Training Plan:** A training plan that will be developed and implemented by the Applicant to provide trainings for participating health care practitioners and other Perinatal Professionals on all the following: cultural appropriate services to eliminate barriers to high quality maternity care; how to screen for the SAEB; best practices in screening, evaluating, and treating maternal mental health conditions and substance misuse; information collection; recording and evaluating the SMMT Program's impact, quality of care, maternal health



conditions, and Eligible Patient experience; the use of remote patient monitoring tools for pregnancy and Postpartum related screening and identification of complications; and other training topics that will help providers understand the needs of Eligible Patients.

**Partner Organizations:** Organizations the Applicant will partner with to provide services related to the Contract.

**Perinatal:** The time period beginning during pregnancy and lasting through one-year after the end of a pregnancy.

**Perinatal Professionals:** Doulas, personnel from Healthy Start and home visiting programs, childbirth educators, community health workers, peer supporters, certified lactation consultants, nutritionists and dietitians, social workers, and other licensed and nonlicensed professionals who assist women through their prenatal or postpartum periods.

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

**Postpartum:** The 1-year period beginning on the last day of a woman's pregnancy.

**Prenatal:** During pregnancy or occurring or existing before birth.

**Priority Population:** The groups identified by an Applicant in its RFA application. This should include pregnant and post-partum women residing in the state of Florida, with a primary focus on Minority Populations and Vulnerable Populations.

**Referral:** The process of directing or redirecting a client to an appropriate program or agency upon assessing the client's specific needs.

**Screening:** The evaluation or investigation of something as part of a methodical survey to assess suitability for a particular role or purpose.

**Service Area:** The County which the services are being provided. Such counties are anticipated to include: Miami-Dade, Hillsborough, Palm Beach, Broward, Pinellas, Polk, Pasco, Broward, Volusia, Manatee, Sarasota, Collier, Escambia, Lake, Seminole, Leon, Marion, and Lake.

**Severe Maternal Morbidity (SMM):** An unexpected outcome caused by a woman's labor and delivery which results in significant short-term or long-term consequences to the woman's health.

**Shared Decision-making:** A key component of patient-centered health care. Shared decision-making is a process in which clinicians and patients work together to make decisions and select tests, treatments, and care plans based on clinical evidence that balances risk and expected outcomes with patient preferences and values.

**Social and Economic Barriers (SAEB):** Conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes.

**Telehealth Care Coordination, Social Services, and Education:** The use of telehealth to provide Care Coordination, social services, and education to Eligible Patients up to the last day of their Postpartum period.

**Telehealth Compatible Device to Measure Blood Sugar Levels:** A device to measure blood sugar levels with a verbal reader to assist the Eligible Patient in reading the device and to ensure that the health care practitioner performing the Wellness Check through telehealth can hear the reading.

**Telehealth Screening and Treatment:** Provides for the adoption of and use of telehealth services that allow for the screening and treatment of complications that arise during the pregnancy and Postpartum period, including, but not limited to, anxiety, depression, substance misuse, hemorrhage, infection, amniotic fluid embolism, thrombotic pulmonary or other embolism, hypertensive disorders relating to pregnancy, diabetes, cerebrovascular accidents, cardiomyopathy, and other cardiovascular conditions.

**Technology-Enabled Collaborative Learning Capacity Building Model:** A distance health care education model that connects health care professionals, particularly specialists, with other health care professionals through simultaneous interactive videoconferencing for the purpose of facilitating case-based learning, disseminating best practices, and evaluating outcomes in the context of maternal health care.

**Tools for Wellness Checks:** Includes telehealth compatible devices to measure body weight (such as a scale), blood pressure, and blood sugar levels (i.e., Telehealth Compatible Device to Measure Blood Sugar Levels) and devices to allow for telehealth access (such as internet broadband, phone subscriptions, and a computer/tablet/smart phone) and any other devices that the health care practitioner performing the Wellness Checks through telehealth.

**Vendor Information Portal (VIP):** Refers to the state of Florida internet-based vendor information system, which is available at:

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

**Vulnerable Populations:** Populations who are at greater risk of experiencing poor Health Outcomes due to social and economic factors such as place of residence, income, current health status, age, race/ethnicity, persons with disability, sexual orientation and distribution of wealth and resources.

**Wellness Checks:** Regular meetings with an Eligible Patient's primary care doctor or physician to ensure good health and wellness.

## 2.3 Background

Florida has significant Maternal Health Disparities throughout the Service Area. SMM has been rapidly rising in recent years according to the most recent list of indicators and has impacted more women.

Severe Maternal Morbidity, Rate Per 1,000 Delivery Hospitalizations, 2020				
Ranking (based on count)	County	SMM per 1,000 Deliveries	# of Deliveries	Rate per 1,000 Delivery Hospitalizations
1	Miami-Dade	679	26,786	25.3
2	Hillsborough	405	16,289	24.9
3	Palm Beach	321	13,769	23.3
4	Broward	303	18,666	16.2
5	Pinellas	190	7,185	26.4
6	Polk	171	7,993	21.4
7	Pasco	114	4,496	25.4
8	Brevard	96	4,734	20.3
9	Volusia	81	4,523	17.9
10	Manatee	79	3,374	23.4
11	Sarasota	76	2,439	31.2
12	Collier	75	3,017	24.9
13	Escambia	75	3,578	21
14	Lake	69	3,234	21.3
15	Seminole	64	3,834	16.7
16	Leon	62	2,792	22.2
17	Marion	56	3,223	17.4
18	Lee	55	6,563	8.4

The Department is seeking applications from Applicants that can coordinate with health care providers, social service organizations, educational organizations, etc. to increase Eligible Patients' access to care, improve the quality of care, and increase Eligible Patients' participation in telehealth services within the Applicant's chosen county(s) specified in their Application.

## **2.4 SMMT Program Expectations**

2.4.1. The SMMT Program will:

- 2.4.1.1. Improve wrap-around services for Eligible Patients by using telehealth, Care Coordination, and SAEB practitioner education in the Service Area.
- 2.4.1.2. Increase Eligible Patients' access to care, improve the quality of care, and increase Eligible Patients' participation in telehealth services in the Service Area.
- 2.4.1.3. Begin to be implemented upon contract execution.
- 2.4.1.4. Establish key partnerships with the County Health Department (CHD), Healthy Start, Obstetrician-Gynecologist providers/clinics, social services organizations, other health care providers.
- 2.4.1.7. Reduce the number of cases of SMM for Eligible Patients in the Service Area.
- 2.4.1.8. Reduce Maternal Health Disparities within the Service Area.
- 2.4.1.9. Expand the use of Technology-enabled collaborative learning and capacity building models to improve maternal health conditions.

## **2.5 Applicant Project Results**

The Applicants must identify the anticipated SMMT Program results that are consistent with the SMMT grant; that are consistent with SMMT Program Expectations, **section 2.4.**; and that address the Project Requirement section, **Section 2.7.**

## **2.6 Current and Prior Funded Projects**

The Applicants must provide detailed information on previous or current projects worked on related to reducing Maternal Health Disparities that effect SMM for Eligible Patients using telehealth.

## **2.7 Project Requirements**

- 2.7.1. Provide screenings and treatment of common pregnancy-related complications using telehealth.
- 2.7.2. Assess individual Eligible Patient's SAEB.
- 2.7.3. Provide education or coordinate with home visiting programs to provide education on SMM and other health conditions for Eligible Patients.

- 2.7.4. Attend at least one meeting with the Department within the first quarter of the contract term. After the first quarter of the contract, attend meetings with the Department once every other month.
- 2.7.5. Complete at least three trainings as directed by the Department.
- 2.7.6. Meet with an advisory board, approved by the Department, monthly for feedback on the SMMT Program's activities and to develop the SMMT Program's policies and procedures.
- 2.7.7. Implement the SAEB Assessment of Needs and Support Plan. Track and report on the activities conducted in accordance with the implementation of the SAEB Assessment of Needs and Support Plan as directed by the Department. **See Section 5.7**
- 2.7.8. Implement the Strategic Partnership Plan. Track and report on the activities conducted in accordance with the implementation of the Strategic Partnership Plan as directed by the Department. **See Section 5.8**
- 2.7.9. Conduct a minimum of one meeting per month with all Collaborative Partners. Meetings must include the use of Technology-enabled Collaborative Learning and Capacity Building Models to improve maternal Health Outcomes and other topics to increase the quality and efficiency of Care Coordination. Report the monthly meetings to the Department on a quarterly basis.
- 2.7.10. Implement the Medical Services Plan. Track and report on the activities conducted as part of the implementation of the Medical Services Plan as directed by the Department. **See Section 5.6**
- 2.7.11. Implement the Evaluation Plan to study the impact of Care Coordination and telehealth services for Eligible Patients. Track and report on the activities conducted as part of the implementation of the Evaluation Plan as directed by the Department. **See Section 5.10**
- 2.7.12. Enroll Eligible Patients from the CHD, Healthy Start, Obstetrician-Gynecologist providers/clinics, social services organizations, and other health care providers into the SMMT Program.
- 2.7.13. Participate in SAEB training provided by the Department as directed by the Department.
- 2.7.14. Conduct a SAEB assessment in the Service Area as directed by the Department.
- 2.7.15. Report on the results of the SAEB assessment to the Department as directed by the Department.
- 2.7.16. Create a OMH Training Plan based on the results of the SAEB assessment and provide SAEB trainings as directed by the Department.
- 2.7.17. Link Eligible Patients to social services and education.
- 2.7.18. Coordinate with community-based organizations.
- 2.7.19. Assist Eligible Patients with insurance enrollment.

2.7.20. Provide for services not covered by insurance (i.e., bus services, dental services, health care services).

2.7.21. Report the following information to the Department as directed by the Department:

2.7.21.1. The progress of the SMMT Program, including, but not limited to: the number of Enrollees, the number of partners, and how the partners are supporting the SMMT Program.

2.7.21.2. Enrollee's satisfaction with the SMMT Program.

2.7.21.3. Outreach activities provided.

2.7.21.4. Identified needs and gaps in services.

2.7.21.5. Areas of improvement.

2.7.21.6. Barriers and challenges to providing services to Eligible Patients.

2.7.21.7. The number of OBYGN collaborating in the SMMT Program.

2.7.21.8. Successes of the SMMT Program.

2.7.21.9. Any other information as directed by the Department.

2.7.22. Provide Telehealth Training for participating health care practitioners and Perinatal Professionals.

2.7.23. Applicants must demonstrate the ability to initiate activities immediately upon contract execution.

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

### **3.1 Eligible Applicants**

The SMMT grant may be awarded to any person, entity, or organization as specified in section 381.7354, Florida Statutes, within the Service Area. Such individual or organization should be active in community-focused collaborative efforts, which serve to bring together agencies, community groups, academic institutions, and other groups to address health or social concerns.

### **3.2 Eligibility Criteria**

3.2.1. Applicant must possess prior experience in utilizing effective telehealth modalities. Telehealth modalities include video conferencing, the internet, store-and-forward imaging, streaming media, and land line and wireless communications.

3.2.2. Applicants must have experience in:

- 3.2.2.1. Identifying, recruiting, and assessing needs of Eligible Patients.
- 3.2.2.2. Delivering culturally competent Care Coordination.
- 3.2.2.3. Ensuring that communication meets CLAS Standards.
- 3.2.2.4. Telehealth access and delivery including using technology to submit referrals to a wide variety of organizations and services, and track if appointments were attended.
- 3.2.2.5. Partnering with a wide variety of organizations and services to address maternal health.
- 3.2.2.6. Program evaluation.
- 3.2.2.7. Addressing SAEB.
- 3.2.2.8. Addressing maternal health.
- 3.2.2.9. Providing professional training.

### **3.3 Minority Participation**

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

### **3.4 Corporate Status**

For all corporate applicants, proof of corporate status must be provided with the application. Tax-exempt status is not required, except for applications applying as non-profit organizations. Tax-exempt status is determined by the Internal Revenue Service (IRS) Code, Section 501(c)(3). Any of the following is acceptable evidence: a statement from a state taxing body, State Attorney General, or other appropriate state official, certifying that the applicant has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

### **3.5 Non-corporate Status**

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

### **3.6 Funding Period**

Funding is anticipated to be available from July 1, 2023, or the date of contract execution, whichever is later. It will end on June 30, 2026.

### 3.7 Use of Grant Funds

- 3.7.1. Grant funds may be expended on allowable expenditures only.
- 3.7.2. Administrative or Indirect costs of up to 10% of salary and fringe-benefits are allowed under this grant award. All indirect costs must be justified and not a duplication of identified direct costs.
- 3.7.3. Allowable and unallowable expenditures are defined by applicable federal or state law and are specified in “Reference Guide for State Expenditures” found at:  
<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- 3.7.4. Allowable and unallowable costs include the following:
  - 3.7.4.1. Awardees cannot use grant funding for any activities or supplies prohibited by law.
  - 3.7.4.2. Awardees may use the grant for the provision of medical, clinical, social services, and other services not covered by Medicaid (i.e. case management, linkages, doula services, oral health), insurance, or for Eligible Patients without insurance.
  - 3.7.4.3. Upon prior written approval by the Department, grant funds may be used for personnel, fringe benefits, travel, rent, telephone, utilities, supplies, contractual, advertising, print or educational materials, maintenance, and copying services to support the SMMT Program.
  - 3.7.4.4. With the exception for cooking demonstrations, the purchase of food is **not allowed** with grant funds provided under this RFA.

## SECTION 4.0 APPLICATION REQUIREMENTS

### 4.1 Application Forms

Applicants must use the official forms attached to this RFA, **see Section 9**. Alternate forms may not be used.

### 4.2 Instructions for Formatting Applications

- 4.2.1. Applications must be submitted using the following specifications:
  - 4.2.1.1. Word or PDF file format.
  - 4.2.1.2. Font Size: 12 Point (Arial or Times New Roman).
  - 4.2.1.3. Single-spaced.



- 4.2.1.4. Page Margin Size: 1 inch.
- 4.2.1.5. Number and label all pages; not to exceed the maximum number of pages where applicable.
- 4.2.1.6. Headers should identify each section and Footers should include the name of the organization and page number.
- 4.2.1.7. All required forms and content should be submitted in one document in the order and format set forth in this RFA.
- 4.2.1.8. The application must contain a table of contents with page numbers identifying major sections of the application. The table of contents is not included in the narrative page limit (see **Section 5.3**).

### **4.3 Order of Application Package**

4.3.1. Provide the following items in the following order in the application package:

- 4.3.1.1. Cover Page (**Section 4.4**)
- 4.3.1.2. Table of Contents
- 4.3.1.3. Abstract (**Section 5.2**)
- 4.3.1.4. Narrative (**Section 5.3**)
- 4.3.1.5. Management Plan Instructions (**Attachment 2**)
- 4.3.1.6. Applicant must complete **Attachment 3**, Subcontractors List Form, in its entirety and submit it with the Application
- 4.3.1.7. Personnel Form (**Attachment 4**)
- 4.3.1.8. The Applicant must submit the Executive Compensation Disclosure and Attestation Survey (**Attachment 5**). The survey will indicate whether the Applicant receives 50 percent or more of their total operating budget from State and/or Federal resources.
- 4.3.1.9. Budget Summary (**Attachment 6**)
- 4.3.1.10. Budget Narrative (**Attachment 7**)
- 4.3.1.11. Certification of Drug Free Workplace
- 4.3.1.12. IRS Non-Profit Status 501C3, if applicable
- 4.3.1.13. Certification Regarding Lobbying

**Note: Any application not meeting the specific requirements will be returned with notification of failure to comply with RFA guidelines.**

## **4.4 Cover Page**

- 4.4.1. Each copy of the application must include a cover page. Applicants are required to complete, sign, and return the Cover Page with the application. Include the following in the Cover Page:
  - 4.4.1.1. RFA number;
  - 4.4.1.2. Title of the application;
  - 4.4.1.3. Legal name of the organization or individual (Applicant's legal name);
  - 4.4.1.4. Applicant's mailing address, including city, state and zip code;
  - 4.4.1.5. Telephone number, fax number, and e-mail address of the person who can respond to inquiries regarding the application;
  - 4.4.1.6. Applicant's Federal Employer Identification (FEID) Number;
  - 4.4.1.7. Total amount of grant requested;
  - 4.4.1.8. Contact person for negotiations;
  - 4.4.1.9. Name, title, and signature of the person authorized to submit the application on behalf of the Applicant;
  - 4.4.1.10. Type of Applicant (i.e., person, entity, organization);
  - 4.4.1.11. County to be served; and
  - 4.4.1.12. Brief SMMT Program description (250 words or less).

## **4.5 Proposed Budget Summary and Budget Narrative Forms 10-Page Limit**

- 4.5.1 The Proposed Budget Summary and Budget Narrative must provide a breakdown and explanation of all requested cost items that will be incurred by the proposed SMMT Program as they relate to the Medical Services Plan, SAEB Needs Assessment and Support Plan, Telehealth and Health Training Plan, Strategic Partnership Plan, and the Evaluation Plan.
- 4.5.2 All proposed costs for the SMMT Program activities described in this RFA are required to be presented in a line-item Budget Summary (**see Attachment 6**) that is accompanied by a Budget Narrative that supports, justifies, and clarifies the various line items (**see Attachment 7**).
- 4.5.3 Justification for all cost items contained in the Proposed Budget Summary must be described in the Budget Narrative, **Attachment 7**.

- 4.5.4. Provide a brief justification for each budget line item in the Budget Narrative (**Attachment 7**). Applicants must demonstrate how the proposed expenditures relate to the SMMT Program's activities and how the proposed expenditures will improve progress towards the SMMT Program's objectives in a narrative format.
- 4.5.5. Include only expenses directly related to the SMMT Program and necessary for implementation of the SMMT Program.
- 4.5.6. Include only cost allocations under the terms of the RFA and applicable federal and state cost principles in the line-item budget.
- 4.5.7. All requested costs must be reasonable and necessary.
- 4.5.8. Administrative or Indirect costs should be directly related to the SMMT Program's activities and must not exceed 10% of the salary and fringe benefits.
- 4.5.9. The method of cost presentation will be a line-item budget using the required forms in **Attachments 6 and 7**.

## **SECTION 5.0 REQUIRED CONTENT OF APPLICATION**

### **5.1 Application Content**

Applications must address all sections identified below in the order presented and in as much detail as requested. Applicants must use the official forms attached to this RFA, **see Section 9**. Alternate forms must not be used. All required forms and content must be submitted in one document in the order and formatting set forth in this RFA (**see Section 4.0**). The provision of extraneous information should be avoided.

### **5.2 Abstract**

- 5.2.1. An abstract, limited to one-page, must identify the following:
  - 5.2.1.1. The main purpose of the SMMT Program;
  - 5.2.1.2. The Eligible Patients to be served;
  - 5.2.1.3. The types of services that will be offered;
  - 5.2.1.4. The County to be served (An Applicant can apply for more than one County; however, each Application must only be for one County);
  - 5.2.1.5. The expected outcomes of the SMMT Program; and
  - 5.2.1.6. How the EBI strategies supported through funding will demonstrate short term impact within the grant period and potential for long term sustained impact through specific, measurable, achievable, realistic, and time-bound (SMART) objectives (**see Attachment 1**).

## 5.3 Narrative

The Narrative is limited to 30 single-spaced pages and shall not exceed the maximum number of pages. If the narrative exceeds the page limit, only the first pages written within the page limit will be reviewed. The 30-page limit applies specifically to the Narrative. Required forms (**see Section 9**) are not counted as part of the Narrative page limit. The Narrative includes: the Organizational Overview (**Section 5.4**), Statement of Need (**Section 5.5**), Medical Services Plan (**Section 5.6**), SAEB Needs Assessment and Support Plan (**Section 5.7**), and Strategic Partnership Plan (**Section 5.8**).

## 5.4 Organizational Overview – 3-Page Limit

5.4.1. The Organizational Overview must outline key descriptors of the Applicant that demonstrate the organization's ability to implement the SMMT Program. Include the following in the Organizational Overview:

5.4.1.1. In narrative form, Applicants must address the following information about the Applicant's organization:

5.4.3.1.1. History;

5.4.3.1.2. Mission, vision, strategy, and values;

5.4.3.1.3. Goals;

5.4.3.1.4. Programs and services offered;

5.4.3.1.5. Operating hours;

5.4.3.1.6. Outcomes and achievements;

5.4.3.1.7. Experience related to preventing and eliminating Maternal Health Disparities;

5.4.3.1.8. Prior experience in using telehealth modalities, which include video conferencing, the internet, store-and-forward imaging, streaming media, and land line and wireless communications;

5.4.3.1.9. Service Area;

5.4.3.1.10. Priority Population served;

5.4.3.1.11. Partners and how those connections interface with the Applicant's organization;

5.4.3.1.12. Budget;

5.4.3.1.13. Funders;

5.4.3.1.14. Capacity and ability to direct, perform, and complete the proposed activities including management experience; and

5.4.3.1.15. Sustainability plan.

5.4.1.2. Identify a single lead agency and any subcontractors with respect to the SMMT Program's accountability and administration.

5.4.1.3. A description of how the SMMT Program will be staffed, (e.g., paid staff and/or volunteers, consultants and subcontracts). Identify the number and type of positions needed, which positions will be full-time, and which will be part-time, and qualifications proposed for each position, including type of experience and training required. Applicant must explain how staff and volunteers will be recruited as well as how consultants and subcontractors will be procured.

5.4.1.4. Demonstrate and clearly identify contingency plan if key staff leave the SMMT Program or how new staff will be integrated into the SMMT Program's activities.

## **5.5 Statement of Need- 3-Page Limit**

5.5.1. The statement of need should be used to present data and define your understanding of the Maternal Health Disparities related to SMM, implications of the disparate outcomes, and Priority Populations that experience Maternal Health Disparities related to SMM. In narrative form, address the following information in the Statement of Need:

5.5.1.1. Identify the Priority Population to be served, types of prevention and intervention activities offered, overall outcomes, and the Applicant's experience related to preventing and eliminating Maternal Health Disparities.

5.5.1.2. Demographic information about the Priority Populations to be served in the Service Area, by the SMMT Program as applicable.

5.5.1.3. Justification for the need of funding to address Maternal Health Disparities in the Service Area. Include the sources of all data and statistics used to validate the need.

5.5.1.4. Impact of Maternal Health Disparities on the identified Priority Populations.

5.5.1.5. Prevalence of Maternal Health Disparities that exist within the Service Area.

5.5.1.6. SAEBS that contribute to the Maternal Health Disparities within the Service Area.

5.5.1.7. Previous and current efforts undertaken in the Service Area to address Maternal Health Disparities in the Service Area including any collaborations with health entities, prenatal providers, local governmental agencies, civic associations, and others that show experience with the identified problem and the Priority Populations.

- 5.5.1.8. Sources of other funds currently received by the Applicant to support proposed activities.
- 5.5.1.9. Explain how the funding requested under the SMMT Program will be used differently than the funding already received for the proposed activities.
- 5.5.1.10. Identify other Maternal Health Disparities programs operating in the Service Area that serve the same Priority Population proposed to be served under this SMMT Program. Applicant must explain how it proposes to avoid duplication of existing services or how the proposed SMMT Program will enhance or differ from services provided by existing programs.

## **5.6 Medical Services Plan- 8-Page Limit**

- 5.6.1. In narrative format, describe your Medical Services Plan. Include the following in the Medical Services Plan:
  - 5.6.1.1. A description of the use of telehealth to coordinate treatment for common pregnancy and Postpartum related complications, including, SMM, and other health conditions.
  - 5.6.1.2. A description of the steps that will be taken to meet HIPAA standards.
  - 5.6.1.3. A description of all strategies to be used for SMM policy initiatives, prevention, intervention, education, and recruitment.
  - 5.6.1.4. An explanation of how and to whom activities will be implemented. Include the intended Priority Populations, the estimated total number of Eligible Patients that will be served, the number of service organizations that will be part of the SMMT Program, and the locations and settings in which activities will commence. Be as specific as possible including descriptions.
  - 5.6.1.5. Include strategies to address potential barriers to accessing telehealth services.
  - 5.6.1.6. A description of how Care Coordinators will assess Eligible Patient's needs, provide Referrals, streamline appointments, increase use of telehealth services, and accommodate Eligible Patient's availability (for example, some Eligible Patients may need to be seen outside of normal business hours).
  - 5.6.1.7. Include strategies to assure that appropriate Referrals for Eligible Patients are made and tracking is in place to assure Referral appointments are completed.
  - 5.6.1.8. As applicable, describe how Applicant will secure and establish data sharing Agreements with medical and non-medical providers to address data exchange, security, and confidentiality. Present additional information for intended use of Health, Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis programs, or other disease-specific telehealth guidelines. Describe responsibilities, processes, and purpose of all data sharing.
  - 5.6.1.9. A description of how Applicant will connect high risk maternal populations with telehealth services.

- 5.6.1.10. Lists of intended outcomes or specific changes expected as a result of the SMMT Program's activities.
- 5.6.1.11. A description of the proposed Care Coordination among providers and social support services to improve service delivery and increase participation in telehealth services for Eligible Patients.
- 5.6.1.12. A description of the evidence-based Health Literacy about pregnancy, childbirth, and parenting that will be provided to Eligible Patients.
- 5.6.1.13. A description on how Eligible Patients will be connected to support from Perinatal Practitioners, including but not limited to, doulas and other Perinatal health workers.
- 5.6.1.14. A description of how treatment for common pregnancy and Postpartum related complications, including SMM and other health conditions will be coordinated.
- 5.6.1.15. Describe how Care Coordinators will assess needs, provide referrals, streamline appointments, increase the use of telehealth, accommodate Eligible Patient's availability, provide follow-up to assure appointments were attended, follow shared decision- making approaches to increase Eligible Patients engagement in the care process, and meet the needs of the Eligible Patients.
- 5.6.1.16. Describe how the Applicant will provide Eligible Patients with the Tools for Wellness Checks and the types of Tools for Wellness Checks that will be provided. Describe how Tools for Wellness Checks will be returned to Applicant (if applicable), fixed, and replaced.
- 5.6.1.17. Describe how the Applicant will provide Eligible Patients with Text messaging, FaceTime, or other applications needed to engage in telehealth and virtual services on a communication device (i.e. computer, tablet, or phone).
- 5.6.1.18. Describe how the Applicant will provide Eligible Patients broadband internet or a phone subscription.
- 5.6.1.19. Describe how the Applicant will monitor the use of any communication devices (i.e. computer, tablet, or phone), internet services, or phone subscriptions provided.
- 5.6.1.20. Describe what special consideration will be provided for in the Front Porch Communities, if applicable.

## **5.7 SAEB Needs Assessment and Support Plan-8- Page Limit**

- 5.7.1. In narrative form, describe your SAEB Needs Assessment and Support Plan to ensure the SAEB needs of Eligible Patients will be addressed. Include the following in the SAEB Needs Assessment and Support Plan:

- 5.7.1.1. An assessment of the SAEB affecting the Priority Populations to identify the health and socioeconomic needs of the Priority Populations. These assessments should not be conducted as a one-time occurrence but should be conducted at regular intervals to ensure the Eligible Patient's needs are being adequately met, review the Eligible Patient's satisfaction, as well as to ensure the Eligible Patient is following-up on the Referrals and using the resources provided through the referral services.
- 5.7.1.2. Describe how outreach will be conducted to ensure the participation of Eligible Patients in their first trimester and within 30 days of Postpartum.
- 5.7.1.3. Describe how Eligible Patients will be identified and recruited into the SMMT Program.
- 5.7.1.4. Describe how an ongoing assessment of social and economic needs will be provided.
- 5.7.1.5. Describe how Care Coordination, including Referral to services and improving Eligible Patient experience, will be provided.
- 5.7.1.6. A description of how telehealth will be used to expand access to social services.
- 5.7.1.7. A description of how information on the Eligible Patient's level of satisfaction will be gathered and who is responsible for responding to or delegating attention to concerns or needs.
- 5.7.1.8. Describe what special consideration will be provided for in the Front Porch Communities, if applicable.

## 5.8 Strategic Partnership Plan 8-Page Limit

- 5.8.1. In narrative form, describe your proposed Strategic Partnership Plan. Include the following in the Strategic Partnership Plan:
  - 5.8.1.1. The intended strategy to recruit, engage, coordinate, train, and maintain Collaborative Partners, especially Perinatal and SAEB services, and relevant coalitions to support the SMMT Program.
  - 5.8.1.2. A description of the past, current, and future efforts to partner with other organizations within the local community to fulfill the activities of the SMMT Program. Collaboration may also be considered as a means of ensuring sustainability of the SMMT Program once grant funding ends.
  - 5.8.1.3. Introduce the Collaborative Partners and highlight each partner's expertise and success. Include each Collaborative Partner's contact information (e.g., phone number, address, email, role, activity, and contact info of liaison).
  - 5.8.1.4. Describes the intended collaboration with the local CHD in the Service Area. Include an executed letter of support from the CHD (**in Addendum D**).



- 5.8.1.5. Define participation for each Collaborative Partner in the implementation of the SMMT Program. Describe the Collaborative Partner's role in the SMMT Program, eligibility criteria for services, delivery and expected outcomes as a result of their input.
- 5.8.1.6. Specify the resources, staff, facilities, and expertise each Collaborative Partner will provide. Include any contributions as either cash or in-kind resources. If Collaborative Partners do not directly contribute to the SMMT Program, detail how their partnership is beneficial to your mission.
- 5.8.1.7. Demonstrate a process for handling sub-awards and managing joint efforts.
- 5.8.1.8. Provide current letters of commitment or Memoranda of Understanding (MOUs) for each Collaborative Partner. The letters or MOUs must line up exactly with the Collaborative Partner's roles and contributions specified **(in Addendum D)**.
- 5.8.1.9. Detail the intended strategy to recruit, engage, and maintain new Collaborative Partners, especially health clinics to support the SMMT Program.
- 5.8.1.10. Include a timeline of meetings with Collaborative Partners (a minimum of one meeting per quarter with all Collaborative Partners).
- 5.8.1.11. Describe how the use of Technology-enabled Collaborative Learning and Capacity Building Models will be incorporated into the SMMT Program and will be used to improve maternal Health Outcomes and increase the quality and efficiency of Care Coordination.
- 5.8.1.12. Include a Health Equity and Telehealth Training Plan to provide the Collaborative Partners with relevant training. Include list of proposed dates, length of training, topics to be covered, method of delivery, and participants. Training topics must include:
  - 5.8.1.12.1. Implicit and explicit biases.
  - 5.8.1.12.2. The use of remote patient monitoring tools for pregnancy-related complications.
  - 5.8.1.12.3. Cultural Competency in the provision of maternity care and how to eliminate barriers to accessing inclusive high quality maternity care.
  - 5.8.1.12.4. The use of telehealth platforms and remote Eligible Patient monitoring tools.
  - 5.8.1.12.5. How to assess the SAEB, such as inadequate housing, lack of access to nutritional foods, environmental risks, transportation barriers, lack of continuity of care, and toxic stress for Eligible Patients and to ensure appropriate and effective referrals.
  - 5.8.1.12.6. Best practices in screening, evaluating, and treating maternal mental health

conditions and substance misuse.

5.8.1.12.7. Information collection, recording, and evaluation of the SMMT Program's impact, quality of care, maternal health conditions, and Eligible Patient experience.

5.8.1.13.8. The use of Technology-enabled Collaborative Learning and Capacity Building Models to improve maternal Health Outcomes.

5.8.1.12.9. Culturally competent Eligible Patient outreach and recruitment and how to overcome barriers to recruitment.

## **5.9 Management Plan- 10-Page Limit**

5.9.1. Create the Management Plan in narrative form and in accordance with the Management Plan Instructions (**Attachment 2**). Include the following in the Management Plan:

5.9.1.1. Define how the SMMT Program will be executed, monitored, and controlled by the Applicant and the how the Applicant will deliver the intended activities of the SMMT Program as specified in the Medical Services Plan, Strategic Partnership Plan, and SAEB Needs Assessment and Support Plan.

5.9.1.2. A timeline for the SMMT Program activities as specified in the Medical Services Plan, Strategic Partnership Plan, and SAEB Needs Assessment and Support Plan that includes a start and end date of activities based on the grant cycle.

5.9.1.3. Outline how the Applicant will handle any issues, including remedies, to be taken if changes to the timeline of the SMMT Program occur.

5.9.1.4. How the Applicant plans to sustain the SMMT Program once grant funding ends.

## **5.10 Evaluation Plan-10-Page Limit**

5.10.1. In narrative format, describe an Evaluation Plan to study the impact of comprehensive Care Coordination and telehealth services for Eligible Patients who are high-risk for SMM. Include the following in the Evaluation Plan:

5.10.1.1. How an evaluation of the following will be conducted:

5.10.1.1.1. Screening for health issues;

5.10.1.1.2. Access to high quality care;

5.10.1.1.3. Eligible Patient satisfaction;

5.10.1.1.4. Cost of the SMMT Program;

- 5.10.1.1.5. Postpartum Rehospitalizations;
- 5.10.1.1.6. ER visits;
- 5.10.1.1.7. Referrals and referrals completed;
- 5.10.1.1.8. Two-week Postpartum visit; and
- 5.10.1.1.9. Health Outcomes.
- 5.10.1.2. How monthly and quarterly reviews of SMMT Program barriers will be conducted.
- 5.10.1.3. How monthly and quarterly reports with recommendations to improve the SMMT Program's practices and policies will be created.
- 5.10.1.4. Best practices for future expansion of the SMMT Program.
- 5.10.1.5. Define evaluation questions, how progress will be measured, how challenges will be identified and addressed, and how progress measured through evaluation will be shared with Collaborative Partners involved in the implementation of the SMMT Program.
- 5.10.1.6. Describe the following information in narrative form:
  - 5.10.1.6.1. Key stakeholders and their role in the evaluation.
  - 5.10.1.6.2. Expected direct result of an activity (output or product).
  - 5.10.1.6.3. Short-term outcomes tied to each objective (achievable by the end of the funding period).
  - 5.10.1.6.4. Timeline for measuring SMMT Program progress.
  - 5.10.1.6.5. Methods for collecting and analyzing evaluation data.
  - 5.10.1.6.6. Process for sharing evaluation results with Partner Organizations and stakeholders.
  - 5.10.1.6.7. Process for using evaluation findings for continuous quality improvement.
  - 5.10.1.6.8. Staff and their qualifications for conducting programmatic evaluation.
- 5.10.1.7. How the Applicant will evaluate SMMT Program activities starting with assessment of the implementation of the SMMT Program. The evaluation must be able to produce results that demonstrate whether and how the strategies and activities funded under the SMMT Program made a difference toward the improvement of Maternal Health

Disparities. The evaluation must identify the expected result (i.e., a particular impact or outcome) for each major objective and activity and discuss the potential for replication.

## 5.11 Appendices for Application

5.11.1. Applicants should include the following appendices in the table of contents, affixed at the end of the application, and are not counted towards page limits. All appendices must be clearly referenced and support elements of the Narrative:

5.11.1.1. **Appendix A** of the application must include:

5.11.1.1.1. An organizational table or chart is required except for Applicants that are individuals.

5.11.1.1.2. A current roster of the board of directors, including name, address and telephone numbers is required except for Applicants that are individuals.

5.11.1.1.3. Outline of personnel. (See Personnel Form, **Attachment 4**)

5.11.1.2. **Appendix B** of the Application must include the proposed data collection instruments.

5.11.1.3. **Appendix C** of the Application must include verification of Applicant's official status (e.g., Community-Based Organization (CBO), 501(c)(3), etc.) which is no more than one-page.

5.11.1.4. **Appendix D** of the application must include a letter(s) from the CHD(s) of the County(ies) in which services will be provided. The letter(s) must outline any partnerships, referral agreements, and collaborations on the CHD's Community's Health Improvement Plan (CHIP). Letters should be signed by the CHD Administrator, CHD Director, or a designee.

## 5.12 Authorized Signatory

The signature on the application must be that of an authorized official of the organization. An authorized official is an officer of the applicant's organization who has legal authority to bind the organization to the provisions of the RFA and the subsequent grant award. This person is usually the President, Chairman of the Board, Chief Executive Officer, or Executive Director. If a person other than the President, Chairman of the Board, Chief Executive Officer, or Executive Director signs the application, a document establishing delegated authority must be included with the application. The authorized signature certifies that all information, facts, and figures are true and correct and that if awarded a grant, the agency will comply with the RFA; the contract; all applicable state and federal laws; regulations; grant terms and conditions; action transmittals; review guides; and other instructions and procedures for compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded. The organization also agrees to comply with the terms and conditions of the Department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others as necessary.

## SECTION 6.0 SUBMISSION OF APPLICATION

## 6.1. Application Deadline

Applications must be received by May 4, 2023, 11:59 pm, EST.

## 6.2 Instructions for Submitting Applications

- 6.2.1. Applicants are required to submit the electronic application, via the Department's RFA Automated System, as follows:
- 6.2.1.1. The application must be signed by an individual authorized to act for the Applicant's agency or organization and who assumes the agency or organization's obligations imposed by the terms and conditions of the grant. **See Section 5.12.**
  - 6.2.1.2. The naming convention of the application must follow this format: RFA#-22-002 Provider Name-Program Specific Information (Example: RFA20-001-Elimination Inc-XYW).
  - 6.2.1.3. The application must be uploaded into the system by the deadline stated in the Timeline. **See Section 2.1.**
  - 6.2.1.4. To upload the application, go to <https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html>. Click the drop-down menu to select the applicable RFA.
  - 6.2.1.5. To upload a document for the first time, select Browse, click to choose file(s), then click "Upload".
  - 6.2.1.6. Upload only one file. Accepted file types are .pdf, .ales, .xlsx, .doc, and .docx only. For the submitted document, the file size must not exceed 100 MB.
  - 6.2.1.7. 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.**
- 6.2.2. Applicants are encouraged to submit applications early. The applicant must click the Upload 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.
- 6.2.3. Uploading instructions:  
PLEASE CLICK THE LINK BELOW FOR IMPORTANT INFORMATION ON UPLOADING THE APPLICATION AND RECEIVING CONFIRMATION OF SUBMISSION:

**[RFA System Upload Instructions:](https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html)**  
**[https://www.floridahealth.gov/about/administrative-](https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html)**

In the event of a technical issue or inquiry regarding upload confirmation, applicants must provide the Session Key as proof of submission. Applicants with inquiries regarding the electronic upload process via the automated system may contact [RequestforApplication@flhealth.gov](mailto:RequestforApplication@flhealth.gov) with the subject “RFA #22-002 Questions”.

## 6.3 Pre-Application Conference Call

A pre-application conference call will be held at the date, time, and location indicated in the Timeline, **Section 2.1**. Prospective applicants are encouraged, but not required, to participate in the pre-application conference call. The purpose of the pre-application conference call is to raise awareness of the request for applications (RFA), its posting locations, and the expected submission processes prior to the application deadline. Any statements made at the pre-application conference call are advisory only and will in no way be considered as a change or modification to the contents of the RFA. To access the teleconference, dial 1-888-585-9008 conference code 603-602-521 then press #.

## 6.4 Applicants Written Questions

Questions related to this RFA must be received in writing at the site identified by the date and time indicated in the Timeline, **Section 2.1**. No questions will be accepted after the date and time indicated in the Timeline. The questions may be sent by e-mail to: [RequestforApplication@flhealth.gov](mailto:RequestforApplication@flhealth.gov) with the subject heading “RFA#22-002”.

# SECTION 7.0 EVALUATION OF APPLICATION

## 7.1 Receipt of Applications

Upon receipt, applications will be reviewed for compliance with the requirements in the RFA. Applications that are not complete or that do not conform to or address the criteria of the RFA **will be considered non-responsive and will not be evaluated**. If multiple applications are received for one County, the Department will consider only the application with the best score that meets all other requirements stated in the RFA. If no application for a County meets the minimum criteria, none will be considered for an award. Receipt confirmation will be sent for all received applications. Notification of incomplete application will be sent via email from the Contract Manager within 10 business days following the close of the RFA.

## 7.2. Evaluation of Applications

- 7.2.1. Applications will be scored by Evaluators. Evaluators are selected based on their expertise in maternal Health Outcomes and intervention strategies, minority health, health equity, SAEB, and other issues confronted by Priority Populations in the Service Area.
- 7.2.2. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded.

- 7.2.3. Each proposal will be evaluated and scored based on the category requirements identified in **Section 7.3**. Applications will be scored by Evaluators using evaluation sheets to designate the point value assigned to each application.

## **7.3 How Applications are Scored**

Scoring Criteria		
<b>Organizational Overview: See Section 5.4</b> Criteria to be considered are listed below. <b>Maximum Possible Score for the Section is 40.</b>	Maximum Points Possible	Points Awarded
1. To what extent does the Applicant sufficiently demonstrate and clearly identify how the administrative structure of the organization, its mission, vision, strategy, and values, services provided, populations served, and the overall infrastructure qualify the Applicant to implement the SMMT Program? <b>See Section 5.4.1.1.</b>	10	
2. To what extent does the Applicant sufficiently demonstrate and clearly identify the background of the organization and previous related experience, including a brief description of similar s (if any), that will advance the SMMT Program's activities? <b>See Section 5.4.1.1.</b>	10	
3. To what extent does the Applicant sufficiently describe how the SMMT Program will be staffed, (e.g., paid staff and/or volunteers, consultants and subcontracts); identify the number and type of positions needed, which positions will be full-time, and which will be part- time, and qualifications proposed for each position, including type of experience and training required; how staff and volunteers will be recruited; as well as how consultants and subcontractors will be procured. <b>See Section 5.4.1.3.</b>	10	
4. To what extent does the Applicant sufficiently demonstrate and clearly identify the contingency plan if key staff leave the SMMT Program or how new staff will be integrated into the SMMT Program's activities? <b>See Section 5.4.1.4</b>	10	
	<b>40</b>	
<b>Total Score for Staffing and Organizational Capacity</b>		



<p align="center"><b>Statement of Need See Section 5.5</b>  Criteria to be considered are listed below.  <b>Maximum Possible Score for the Section is 60.</b></p>	<p align="center"><b>Maximum Points Possible</b></p>	<p align="center"><b>Points Awarded</b></p>
<p>1. To what extent does the Applicant identify the Priority Population to be served, types of prevention and intervention activities offered, overall outcomes, and the Applicant's experience related to preventing and eliminating Maternal Health Disparity. <b>See Sections 5.5.1.1. and 5.5.1.2.</b></p>	10	
<p>2. To what extent does the Applicant sufficiently describe the impact of Maternal Health Disparities on the identified Priority Population; the prevalence of Maternal Health Disparities that exist within the Service Area; and the SAEB that contribute to the Maternal Health Disparities within the Service Area. <b>See Sections 5.5.1.4 through 5.5.1.6.</b></p>	10	
<p>3. To what extent does the Applicant clearly identify previous and current efforts undertaken in the Service Area to address Maternal Health Disparities in the Service Area including any collaborations with health entities, prenatal providers, local governmental agencies, civic associations, and others that show experience with the identified problem and the Priority Populations? <b>See Section 5.5.1.7.</b></p>	10	
<p>4. To what extent does the Applicant identify sources of other funds currently received by the Applicant to support proposed activities and how the funding requested under the SMMT Program will be used differently than the funding already received for the proposed activities. <b>See Section 5.5.1.8 and 5.5.1.9</b></p>	10	
<p>5. To what extent does the Applicant sufficiently identify other Maternal Health Disparities programs operating in the Service Area that serve the same Priority Population proposed to be served under Applicant's SMMT Program, and if there are other programs, how the Applicant plans to ensure that services are not duplicated or funds supplanted and how the proposed activities will enhance or differ from the existing activities? <b>See Section 5.5.1.10</b></p>	10	
<p>6. To what extent does the Applicant sufficiently describe the need for telehealth maternal services in the County, including any gaps (unmet needs)? <b>See Section 5.5.1.5</b></p>	10	
	<b>60</b>	
<p align="center"><b>Total Score for Statement of Need and Priority Population</b></p>		

<b>Strategic Partnership Plan: See Section 5.8</b> Criteria to be considered below. <b>Maximum Possible Score for the section is 80.</b>		<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent has the Applicant sufficiently describe the past, current, and future efforts to partner with other organizations within the local community to fulfill the activities of the SMMT Program, including strategies to recruit, engage, coordinate, train, and maintain Collaborative Partners. <b>See sections 5.8.1.1, 5.8.1.2, and 5.8.1.9</b>		20	
2. How effectively has the Applicant introduced the Collaborative Partners and highlighted each partner's expertise? To what extent did the Applicant describe the intended collaboration with the local County Health Department (CHD) in the Service Area? Has the Applicant clearly defined participation for each Collaborative Partner in the implementation of the SMMT Program, including each Collaborative Partner's role in the SMMT Program, eligibility criteria for services, delivery, and expected outcomes as a result of their input. <b>See sections 5.8.1.3, 5.8.1.4, and 5.8.1.5</b>		20	
3. To what extent has the Applicant sufficiently demonstrated and clearly identified the resources, staff, facilities, and expertise each Collaborative Partner will provide including any contributions as either cash or in-kind resources and how their partnership is beneficial to the SMMT Program. Did they effectively demonstrate a process for handling sub-awards and managing joint efforts? Did they include current letters of commitment or Memoranda of Understanding (MOUs) for each Collaborative Partner in <b>Addendum D</b> ? <b>See sections 5.8.1.6, 5.8.1.7, 5.8.1.8 and 5.8.1.9.</b>		20	
4. To what extent did the Applicant develop a comprehensive Health Equity and Telehealth Training Plan that meets standards in <b>section 5.8.1.12</b> ?		20	
		<b>80</b>	
<b>Total Score for Strategic Partnership Plan</b>			

<b>Evaluation Plan: See Section 5.10</b> Criteria to be considered are listed below. <b>Maximum Possible Score for the Section is 80.</b>	<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent will the Evaluation Plan, developed by the Applicant, effectively measure the topics outlined in <b>Section 5.10.1</b> ? Does the plan include effective evaluation questions, how challenges will be identified and addressed, and how progress measured through evaluation will be shared with Collaborative Partners involved in the implementation of the SMMT Program? <b>See Section 5.10.1.5.</b>	20	
2. To what extent does Applicant's Evaluation Plan describe the information outlined in <b>Section 5.10.1.6</b> ?	20	
3. To what extent does the Applicant describe how monthly and quarterly reviews of the SMMT Program barriers will be conducted, how monthly and quarterly reports with recommendations to improve the SMMT Program's practices and Policies will be created, and how recommendations for future expansion of the SMMT Program are communicated. <b>See Sections 5.10.1.2, 5.10.1.3, and 5.10.1.4.</b>	20	
4. To what extent does the applicant use SMART objectives that include appropriate indicators to measure success? <b>See Section 5.10.1.4</b>	20	
	<b>80</b>	
<b>Total Score for Evaluation Plan</b>		

<b>Social and Economic Barriers (SAEB) Assessment and Support Plan: See Section 5.7</b> Criteria to be considered are listed below. <b>Maximum Possible Score for the Section is 80.</b>	<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent has the Applicant sufficiently demonstrated how they will provide on-going assessment of SAEB affecting the Priority Populations to identify the health and socioeconomic needs of the Priority Population and how an ongoing assessment of social and economic barriers needs will be provided? <b>See Sections 5.7.1.1 and 5.7.1.4</b>	20	
2. To what extent has the Applicant sufficiently demonstrated a method to ensure Eligible Patients are referred to the right providers and patient satisfaction with providers, as well as to ensure that the patient is following-up on the Referrals and using the resources provided through the referral services? <b>See Sections 5.7.1.1 and 5.7.1.7</b>	20	
3. To what extent has the Applicant sufficiently describe how outreach and recruitment will be conducted to ensure the participation of Eligible Patients in their first trimester and within 30 days of Postpartum? <b>See Sections 5.7.1.2 and 5.7.1.3</b>	20	
4. To what extent has the Applicant sufficiently described how telehealth will be used to expand Care Coordination, access to social services, and improving Eligible Patient experience. <b>See Sections 5.7.1.5, 5.7.1.6, and 5.7.1.7</b>	20	
	<b>80</b>	
<b>Total Score for SAEB Assessment and Support Plan</b>		

<b>Medical Services Plan: See Section 5.6</b> Criteria to be considered are listed below. <b>Maximum Possible Score for the Section is 100.</b>		Maximum Points	Points Awarded
1.	To what extent has the Applicant sufficiently described the use of telehealth to coordinate treatment for common pregnancy and Postpartum related complications, including SMM and other health conditions in a manner that enhances service provision without supplanting needed in-person visits? <b>See Section 5.6.1.1</b>	20	
2.	To what extent has the Applicant sufficiently described how the intended Eligible Patients will connect with telehealth medical care (including strategies to address potential barriers to accessing telehealth), the estimated total number of Eligible Patients that will be served, how HIPPA standards will be followed, and which organizations will be providing virtual services. <b>See Sections 5.6.1.2, 5.6.1.5, and 5.6.1.6</b>	20	
3.	To what extent has the Applicant sufficiently described how the Care Coordinator will assess Eligible Patient's medical needs, provide and track referrals to appropriate providers, coordinate treatment plans, streamline appointments, increase use of telehealth services, and accommodate Eligible Patient's availability (for example, some Eligible Patients may need to be seen outside of normal business hours)? <b>See Sections 5.6.1.7, 5.6.1.8, 5.6.1.12, 5.6.1.14, 5.6.1.15, and 5.6.1.16.</b>	20	
4.	To what extent has the Applicant sufficiently described how the Applicant will secure and establish data sharing agreements with medical and non-medical providers to address data exchange, security, and confidentiality? <b>See Section 5.6.1.8</b>	10	
5.	To what extent does the Applicant describe how they will provide Eligible Patients with the tools needed to conduct key components of telehealth maternal Wellness Checks? <b>See Section 5.6.1.17</b>	10	
6.	To what extent has the Applicant demonstrated an understanding of evidence-based Health Literacy about pregnancy, childbirth, and parenting? Have they effectively described how Health Literacy education will be provided to Eligible Patients? <b>See Section 5.6.1.12</b>	20	
		<b>100</b>	

<b>Total Score for Medical Services Plan</b>	
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<b>Management Plan: See Section 5.9</b> Criteria to be considered are listed below. <b>Maximum Possible Score for the Section is 50.</b>		
	<b>Maximum Points Possible</b>	<b>Points Awarded</b>
1. To what extent does the Applicant effectively detail a Management Plan that defines how the SMMT Program will be executed, monitored, controlled by the Applicant and the how the Applicant will deliver the intended activities of the SMMT Program as specified in the Medical Services Plan, Strategic Partnership Plan, and SAEB Needs Assessment and Support Plan? <b>See Section 5.9.1</b>	20	
2. To what extent does the Applicant sufficiently lay out a timeline for the SMMT Program activities? <b>See Section 5.9.1.2</b>	10	
3. To what extent does the Applicant sufficiently outline how the Applicant will handle any issues, including remedies, to be taken if changes to the timeline of the SMMT Program occur? <b>See Section 5.9.1.3</b>	10	
4. To what extent does the Applicant sufficiently explain how the Applicant plans to sustain the SMMT Program once grant funding ends? <b>See Section 5.9.1.4</b>	10	
	<b>50</b>	
<b>Total Score for Timeline</b>		

<p align="center"><b>Budget: See Attachment 6 – Budget Summary</b>  Criteria to be considered are listed below.  <b>Maximum Possible Score for the Section is 50.</b></p>	<p align="center"><b>Maximum Points Possible</b></p>	<p align="center"><b>Points Awarded</b></p>
<p>1. To what extent does the Applicant sufficiently demonstrate and clearly identify budget costs that are reasonable and consistent with the purpose, outcomes, and program strategy of the activities?</p>	<p align="center">20</p>	
<p>2. To what extent does the Applicant sufficiently demonstrate and clearly identify the line item, number of units, the cost per unit, and the total costs?</p>	<p align="center">10</p>	
<p>3. To what extent does the Applicant sufficiently demonstrate and clearly identify that the budget is added correctly.</p>	<p align="center">10</p>	
<p>4. To what extent does the Applicant sufficiently demonstrate and clearly identify that there are no unallowable costs included?</p>	<p align="center">10</p>	
	<p align="center"><b>50</b></p>	
<p align="center"><b>Total Score for Budget</b></p>		
<p align="center"><b>Budget Narrative: See Attachment 7 – Budget Narrative</b>  Criteria to be considered are listed below.  <b>Maximum Possible Score for the Section is 30.</b></p>	<p align="center"><b>Maximum Points Possible</b></p>	<p align="center"><b>Points Awarded</b></p>
<p>1. To what extent does the Applicant sufficiently demonstrate and clearly identify the purpose of each line item in the budget and how that item will be implemented to support the SMMT Program's activities?</p>	<p align="center">30</p>	
	<p align="center"><b>30</b></p>	
<p align="center"><b>Total Score for Budget Narrative</b></p>		

## **7.4 Grant Awards**

7.4.1 A grant may be awarded in the Service Area, as applicable.

7.4.2 The Department shall ensure that grants are awarded to applicants in various regions of the state, pursuant to section 381.7356, Florida Statute.

7.4.3 The Department reserves the right to revise proposed plans.

## **7.5 Award Criteria**

Funding an award determination is completely at the discretion of the Department notwithstanding evaluation point totals. Grants will be awarded based on the available funding, the application's final score, and the proposal's ability to fulfill the Department's priority to reduce Maternal Health Disparities. Prior to final award and execution of the contract, the Department reserves the right to evaluate the organization administrative structure, economic viability, and ability to deliver services. The Department reserves the right to withdraw an award or not award under this RFA if it is in the State's best interest.

## **7.6 Funding**

7.6.1. The amount of the grant award shall be based on the proposed number of Eligible Patients to be served within the designated County and on other factors, as determined by the Department.

7.6.2. The final award amount will be determined through negotiation.

7.6.3. The Department may not establish a minimum amount or a maximum amount for grants and shall determine the amount of each award based on the merits of the application.

7.6.4. Funding decisions will be determined by the Department who will take into consideration the recommendations and ratings determined by the evaluation team.

7.6.5. All grant awards will be determined in accordance with this RFA and section 381.7356, Florida Statutes.

## **7.7 Posting of Awards**

Awards will be listed on the website at [Closing the Gap Grant | Florida Department of Health \(floridahealth.gov\)](https://www.floridahealth.gov/programs-and-services/maternal-child-health/closing-the-gap-grant) on or about June 9, 2023.



## **SECTION 8.0: REPORTING AND OTHER REQUIREMENTS**

### **8.1 Post Award Requirements**

- 8.1.1. The Awardee may enter into written subcontracts for performance of services under the Contract resulting from this solicitation; however, Awardees may not sub-contract any of the proposed services without prior written approval from the Contract Manager. No subcontract that Awardee enters into with respect to performance under the Contract will in any way relieve the Awardee of any responsibility for performance of its Contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request and reject any subcontractor proposed by the Applicant in its Proposal. Applicants must demonstrate to the Department the procurement method used to secure all subcontracts and consultant agreements.
- 8.1.2. Awardee(s) will be required to negotiate with the Department to create and finalize the Medical Services Plan (**Section 5.6**), the SAEB Needs Assessment and Support Plan (**Section 5.7**), the Strategic Partnership Plan (**Section 5.8**), the Evaluation Plan (**Section 5.10**), and the Management Plan (**Section 5.9**).
- 8.1.3. Awardee(s) will also be required to submit:
  - 8.1.3.1. Progress reports in accordance with the contract.
  - 8.1.3.2. Quarterly and Annual Financial Status Reports.
  - 8.1.3.3. Quarterly reports for the following plans: Medical Services Plan, SAEB Needs Assessment and Support Plan, Strategic Partnership Plan, Telehealth and Health Training Plan, and the Evaluation Plan.
- 8.1.4. Within ten days of receiving the award notification, Awardee(s) will be required to submit to the Department a copy of their current W-9, copy of liability insurance, a copy of the lease agreement for place of business/operations of Program(s).
- 8.1.5. The Awardee must not perform any tasks related to the SMMT Program without execution of a contract.
- 8.1.6. Professionals must submit a current and valid licenses as required by state and federal law and as directed by the Department.
- 8.1.7. The Awardee(s) must ensure that background screenings are conducted on all employees and volunteers as specified in the contract.
- 8.1.8. Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, will register in the MyFloridaMarketPlace system, unless exempted under subsection 60A- 1.030(3), Florida Administrative Code. Also, an agency will not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule.

A vendor not currently registered in the MyFloridaMarketPlace system will do so within 5 days after posting of intent to award. Information about registration is available, and registration may be completed, on the MyFloridaMarketPlace website: <https://vendor.myfloridamarketplace.com/>

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

- 8.1.9. The Department will enter into a Contract with the Awardee according to the terms of this RFA. The Contract will incorporate the terms of this RFA, the Department's Standard Contract, and the Applicant's Response.

## **SECTION 9.0: APPLICATION FORMS**

**9.1 Management Plan (Attachment 2)**

**9.2 Subcontractor List (Attachment 3)**

**9.3 Personnel Form (Attachment 4)**

**9.4 Executive Compensation Disclosure and Attestation Survey (Attachment 5)**

**9.5 Budget Summary (Attachment 6)**

**9.6 Budget Narrative (Attachment 7)**

**9.6 Certification of Drug Free Workplace (Applicant will provide documentation)**

**9.7 IRS Non-Profit Status 501 © (3) (Applicant will provide documentation)**

**9.8 Certification Regarding Lobbying (Attachment 8)**

## Attachment 1: Writing SMART Objectives



Objectives are short to intermediate outcome statements that are clear, measurable, and specifically tied to a strategy and goal.

Objectives have essential elements

Objectives are **SMART**:

<b>S</b>	<b>SPECIFIC</b> – Specify what is to be achieved, by how much, and when
<b>M</b>	<b>MEASURABLE</b> – Verifiable data will be available for the objective to be measured
<b>A</b>	<b>ACHIEVABLE</b> – Set objectives that are feasible
<b>R</b>	<b>RELEVANT</b> – Align objectives with the mission and vision
<b>T</b>	<b>TIME-ORIENTED</b> – Establish a timeframe for achieving the objective

Each objective must include **critical values**:

► **Baseline Value** ► **Baseline Year** ► **Target Value** ► **Target Date**

Here is an example of a SMART objective with the critical values in bold:

By **June 30, 2023**, increase the number of adults in Florida under the age of 65 who have had an HIV test in the past 12 months, from **19.7%** in **2020** to **23.1%**.

Objectives are **NOT** activities.

Objectives: State how you are going to measure the success of what you are doing.

Activities: State exactly what you are going to do.

Here is an example illustrating how to tell the difference between an objective and an activity:

**Priority**: Diversity and Inclusion

**Goal**: Increase the diversity of the Florida Department of Health workforce

**Strategy**: Attract diverse applicants

**Objective**: By 12/31/2022, increase the percentage of applicants who have self-identified on their application as having a disability from 11% in 2019 to 22%\*

**Activity**: By 12/31/2021, the Department will launch a website designed to recruit those with diverse abilities, including those who have a disability.

Notice, the objective states *how you are going to measure success* and the activity states *what you are going to do*. Activities should only appear in Implementation Plans.

\*These percentages are for demonstration purposes and not factual.

Revised 2/14/2020



## **Attachment 2: Management Plan Instructions**

The management plan defines how the organization is run both day-to-day and over the long term. The objective of the management plan is to define how it is executed, monitored and controlled. It describes the applicant's ability to successfully carry-out the proposed and to sustain the program once grant funding ends. Address the following in narrative form:

### **1. Personnel:**

- A.** Discuss any assumptions and constraints associated with the staffing estimates described in the organizational overview.
- B.** Describe the appropriate procedures used to manage staff on the Program.
- C.** Describe the process for transitioning staff once it is completed. Describe how the program or organization will help to place staff. Indicate how consultant/contractor staff will be released.

### **2. Deliverable Timelines:**

- A.** Discuss the process getting the contract if deliverables aren't being met as specified in by the criteria set forth in contract.

### **3. Contingency Plan:**

- A.** Discuss how applicant plans to handle any issues that might arise during the course of the proposed funding period.

### Attachment 3: Subcontractor List

Each Respondent must submit with its response a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent must determine that a listed subcontractor has been successfully engaged in performing the services required under this solicitation and is qualified to provide the services under the resulting Contract.

**In the event that no subcontractor will be used, this form must be returned with the Respondent's response indicating "No Subcontractors will be used."**

#### **NO SUBCONTRACTORS WILL BE USED:**

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

\*This individual must have the authority to bind the Respondent.

## Attachment 4: Personnel Form

Provider/Grantee Name:

Service Period:

Name of Employee on SMMT Grant	Hourly Rate	% of Time on	Salary	Retirement Amount	FICA Amount	Workers Comp. Amount	Medical Ins.	Life Ins.	Cash Match Amount	Total Salary & Benefits paid by the SMMT Grant	Total Invoiced to OMH
<b>Total</b>	0	0	0	0	0	0	0	0	0	0	0

**CERTIFICATION STATEMENT:** The information reported on this form is true and correct. The source of non-state funds used for MATCH amounts reported for salaries and benefits are correct and have not been used in any other state assisted or program. If MATCH is not required, insert N/A in the indicated column.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Attachment 5: Executive Compensation Disclosure and Attestation Survey

## ANNUAL EXECUTIVE COMPENSATION DISCLOSURE SURVEY



Executive compensation disclosure is a requirement for private organizations receiving public funds. As a recipient or sub-recipient of state and/or federal financial assistance, the Department of Health requires that this **Survey** be completed and submitted annually to disclose your organization's status with state and federal executive compensation pay scale requirements.

Business Legal Name		Street Address Including City, State, and ZIP Code	
Telephone		Department Contract #	
Email		UEI (a.k.a. DUNS) #	
FEIN/Tax Id		Parent FEIN/Tax Id (if different)	

### Reporting Requirement

Enter Your Organization's Total Annual Operating Budget Amount

- Operating Budget Amount Received from State Funds
- Operating Budget Amount Received from Federal Funds
- Operating Budget Amount Received from Other Funds

☐

Check here if your organization is registered as a "For-Profit" entity with the Internal Revenue Service (IRS)

Signature

Signature of Authorizing Official (Owner/CEO/CFO etc.)

Name

Name/Title of Authorizing Official (Print on form)

Date of Signature

<input type="text"/>	<input type="text"/>	<input type="text"/>
MM	DD	YYYY



## INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION DISCLOSURE SURVEY

This SURVEY must be completed by all organizations (non-profits and for-profits) who are awarded with state appropriation funds (federal/state) as a recipient of state financial assistance or as a sub-recipient of federal financial assistance. Please use the instructions below as a guide for completing each section of the attestation survey.

The following definitions apply to this form:

- a) Executive means officers, managing partners, or any other employees in management positions.
- b) Total compensation means the cash and noncash dollar value earned by the executive during the organization's most current reporting fiscal year.

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	FDOH Contract #
Email	UEI/DUNS #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)

  

Business Legal Name	Insert the exact name as shown on the IRS Tax Id registration certificate, Florida Sunbiz, MFMP registration or the organization name on the FDOH contract agreement. If the contract legal name is different from the registered legal name, please coordinate with your FDOH Contract Manager.
Street Address	Insert the mailing or physical address, including zip code, your organization uses for formal communications. This address may be different from the operating address/es where clients receive services.
Telephone	Provide a direct ten-digit phone number, including extension number when applicable, for follow-up questions and inquiries.
FDOH Contract #	Insert all contract numbers for which your organization received from FDOH assets (equipment) and/or cash receipts during the reporting fiscal year.
Email	Please provide a secure email address for official business communications with FDOH.
UEI/DUNS #	<b>Obtaining a UEI/DUNS number is a requirement for all grantees of federal funds.</b> If your organization is funded with any federal funds (e.g., your contract agreement is labeled with an Assistance Listing Number (ALN, formerly CFDA)), please input your DUNS or your assigned Unique Entity Identifier (UEI) number in this box.
FEIN/Tax Id	Please insert your exact nine-digit, registered Tax Identification number. This should be the same as the Tax Id number on the FDOH contractual agreement. If different, please coordinate with your FDOH Contract Manager.
Parent FEIN/Tax Id	If your organization is a franchise, affiliate, or reports to a higher group or organization, please include the parent (higher level) or affiliate organization's Tax Id number.

### Reporting Requirement for Annual Operating Budget

Total Annual Operating Budget Amount	For this question, please add all the revenues and assets your organization received last year from all sources (federal, state, local, fees, third party billings, etc.). **Please note, this amount represents your total operating budget and cannot be less than the total amounts you report in the next three questions from contracts/grants. This must be the total of all assets and revenues (grants included).
• Operating Budget Amount Received from State Funds	Please enter the total amount of all contracts/grants your organization received that were identified in the award/contract document with a "Catalogue of State Financial Assistance (CSFA)" Number. Those contracts could have been awarded to your organization directly from a state of Florida Agency or as a pass-through from a non-state entity who had received the funds directly from the state of Florida government.
• Operating Budget Amount Received from Federal Funds	Please enter the total amount of all contracts/grants your organization received that were identified in the award/contract document with an "Assistance Listing Number (ALN)" (formerly CFDA Number). Those contracts/grants could have been awarded to your organization directly from a state of Florida Agency or as a pass-through from a non-state entity who had received the grant directly from a Federal agency or the state of Florida.
• Operating Budget Amount Received from Other Funds	Please enter the total amount of all other fund sources your organization received that were not included above under state/federal funds, or were not received under an "Assistance Listing Number (ALN)" (formerly CFDA Number) or a Catalogue of State Financial Assistance (CSFA)" Number. Those other funds are usually awarded by local private (for-profit or not-for-profit) organizations, local government municipalities or third party billing, co-payments, fees, etc..

## Attachment 6: BUDGET SUMMARY

<b>Provider Name:</b>	The official name of the provider as written in the contract.	
<b>Budget Start Date:</b>	The budget start date will be the <b>first day</b> of the current annual period of the contract term. Each year of the contract, or for each renewal period, a new budget should be prepared and submitted to the contract manager to account for the annual allocation.	
<b>Budget End Date:</b>	The budget end date will be the last day of the current annual period of the contract term. Each year of the contract, or for each renewal period, a new budget should be prepared and submitted to the contract manager to account for the annual allocation.	
<b>Budget Categories:</b>	The budget categories are the major categories of expense allowed under the contract. Generally, there are two categories: 1. Direct Program Expense and 2. Administrative/Indirect Expense.	
<b>Current Budget:</b>	Current Budget represents the amount originally allocated to an individual category of expense. For the purpose of revisions, it is the amount of the last approved budget revision.	
<b>Budget Adjustment:</b>	Budget adjustment represents the need to change a category of expense in order to maximize the funds allocation under the contract. The Program will inform Provider which categories can and can not be adjusted. When entering the change, increases are entered normally. Decreases must be entered with the minus sign first, followed by the amount.	
<b>Revised Budget:</b>	This cell is formatted to add the "Current Budget" and the "Budget Adjustment".	

### A. DIRECT PROGRAM COST:

SALARIES:		Salaries of individuals directly involved in the performance of the contract deliverables.
FRINGE BENEFITS:		Fringe Benefits of individuals directly involved in the performance of the contract deliverables.
SALARY SUBTOTAL:		This cell is formatted to add the "Salaries" and the "Fringe Benefits" to provide a subtotal for salaries and/or adjustments.
ITEMIZED DIRECT EXPENSES:		For this section, you will need to list the expenses identified in the Budget Narrative, note that the items listed in this section of the budget may not be items needed for the services provided under contract. You can adjust this section as needed to include or remove items listed in the Budget Narrative.
	RENT:	Expense for the building or office space dedicated to the delivery of service provided under contract.
	UTILITIES:	Expense for lights, water and sewage associated with the space dedicated to the delivery of service provided under contract.
	COMMUNICATION:	Expense for telephone, cellphone, internet, and cable TV services required for the delivery of services under the contract.
	TRAVEL:	Expense for employee's travel directly related to the delivery of services under the contract. Employees must be identified as staff listed in the Budget Narrative. Program approval required for all events and for individuals not directly funded under the contract. Travel reimbursement must be consistent with Chapter 112.061 F.S.
	OFFICE EQUIPMENT:	Computers, printers, furniture, lamps, etc. Any equipment that has a useful life greater than 12 months.
	OFFICE SUPPLIES:	Pens, paper, staples, etc.
	INCENTIVES:	Please consult with Program on allowable incentive items for clients who will be receiving services under the contract.

Contract #: \_\_\_\_\_

BUDGET SUMMARY

<b>DIRECT EXPENSE SUBTOTAL:</b>	This cell is formatted to add all "Itemized Direct Expense" to provide a subtotal and/or adjustments.
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**B. ADMINSTRATIVE/INDIRECT COST:** Administrative and indirect costs are those costs associated with activities that do not directly impact the performance of the contract deliverables. Administrative cost includes clerical staff, accounting staff, executive management staff, common office supplies and/or equipment, etc. In the case of indirect cost, these costs are shared amongst a host of programs and/or contracts and are calculated based on a cost allocation plan.

(Administrative/indirect cost are capped at <b>X</b> % of contract amount.)	
ADMINISTRATIVE:	Sum of administrative cost identified in the Budget Narrative for the contract.
INDIRECT:	Sum of indirect cost identified in the Budget Narrative for the contract.
<b>ADMIN. SUBTOTAL:</b>	This cell is formatted to add "Administrative" and "Indirect" to provide a subtotal and/or adjustments.
<b>BUDGET TOTAL:</b>	This cell is formatted to add "all Budget Categories" to provide a total budget amount and/or adjustments for the budget period.

**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.

Signature not required for the initial execution of the contract, Signature will be required for all revisions and annual updates to the budget by a person authorized to approve the budget for the provider.	Date Provider approves budget revision or annual update.
<div>Provider's Authorized Representative Signature</div>	<div>Date</div>
Florida Department of Health's Contract Manager or authorized staff allowed to approve budget revisions to the contract.	Date Department of Health approves budget revision or annual update.
<div>Contract Manager's Signature of Approval</div>	<div>Date</div>

# BUDGET SUMMARY

Provider Name:

Budget Start Date:

Budget End Date:

Budget Categories	Current Budget	Budget Adjustment	Revised Budget
<b>A. DIRECT PROGRAM COST:</b>			
SALARIES:			
FRINGE BENEFITS:			
<b>SALARY SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ITEMIZED DIRECT EXPENSES:</b>			
RENT:			
UTILITIES:			
COMMUNICATION:			
TRAVEL:			
OFFICE EQUIPMENT:			
OFFICE SUPPLIES:			
INCENTIVES:			
Enter Item			
Enter Item			
Enter Item			
<b>DIRECT EXPENSE SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>B. ADMINSTRATIVE/INDIRECT COST:</b>			
(Administrative/Indirect cost are capped at <b>X</b> % of contract amount.)			
ADMINSTRATIVE: INDIRECT:			
<b>ADMIN. SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BUDGET TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**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

Date

Contract Manager's Signature of Approval

Date

Contract #: \_\_\_\_\_

Budget Start Date: Budget End Date:

Budget Categories	Current Budget	Budget Adjustment	Revised Budget
<b>A. DIRECT PROGRAM COST:</b>			
SALARIES:	\$ -		\$ -
FRINGE BENEFITS:	\$ -		\$ -
<b>SALARY SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ITEMIZED DIRECT EXPENSES:</b>			
RENT:	\$ -		\$ -
UTILITIES:	\$ -		\$ -
COMMUNICATION:	\$ -		\$ -
TRAVEL:	\$ -		\$ -
OFFICE EQUIPMENT:	\$ -		\$ -
OFFICE SUPPLIES:	\$ -		\$ -
INCENTIVES:	\$ -		\$ -
Enter Item	\$ -		\$ -
Enter Item	\$ -		\$ -
Enter Item	\$ -		\$ -
<b>DIRECT EXPENSE SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>B. ADMINSTRATIVE/INDIRECT COST:</b>			
(Administrative/indirect cost are capped at X% of contract amount.)			
ADMINISTRATIVE:	\$ -		\$ -
INDIRECT:	\$ -		\$ -
<b>ADMIN. SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BUDGET TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**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.

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 Provider's Authorized Representative Signature

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 Date

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 Contract Manager's Signature of Approval

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 Date

Contract #:

# BUDGET SUMMARY

Provider Name:

Revision #: 2

Budget Start Date:

Budget End Date:

Budget Categories	Current Budget	Budget Adjustment	Revised Budget
<b>A. DIRECT PROGRAM COST:</b>			
SALARIES:	\$ -		\$ -
FRINGE BENEFITS:	\$ -		\$ -
<b>SALARY SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ITEMIZED DIRECT EXPENSES:</b>			
RENT:	\$ -		\$ -
UTILITIES:	\$ -		\$ -
COMMUNICATION:	\$ -		\$ -
TRAVEL:	\$ -		\$ -
OFFICE EQUIPMENT:	\$ -		\$ -
OFFICE SUPPLIES:	\$ -		\$ -
INCENTIVES:	\$ -		\$ -
Enter Item	\$ -		\$ -
Enter Item	\$ -		\$ -
Enter Item	\$ -		\$ -
<b>DIRECT EXPENSE SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>B. ADMINSTRATIVE/INDIRECT COST:</b>			
(Administrative/indirect cost are capped at X% of contract amount.)			
ADMINSTRATIVE:	\$ -		\$ -
INDIRECT:	\$ -		\$ -
<b>ADMIN. SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BUDGET TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**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

Date

Contract Manager's Signature of Approval

Date

Contract #: \_\_\_\_\_

Attachment 7: Budget Narrative

Contract #: \_\_\_\_\_

Provider Name:								
Annual Contract Period Budget Information								
Budget Start Date:		Budget End Date:		Budget Amount:				
A. DIRECT PROGRAM COST								
A.1: SALARIES: This section must be completed for staff that perform tasks directly related to the contract deliverables.								
Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract	
Employee	First	Case Manager						
Total of Direct Salaries Allocated:						\$	-	
A.2: FRINGE BENEFITS: This section is for fringe benefits for staff that perform tasks directly related to the contract deliverables.								
Item of Cost	Details on Item of Cost						Amount Allocated to Contract	
Total of Fringe Benefits Allocated:						\$	-	
A.3: DIRECT EXPENSE: This section is for expense directly related to the performance of the deliverables for the contract.								
Item of Cost	Explanation of Need						Amount Allocated to Contract	
Total Direct Expenses Allocated:						\$	-	



# Budget Narrative

Contract #: \_\_\_\_\_

						<b>TOTAL DIRECT PROGRAM ALLOCATION:</b>		\$ -
<b>B. ADMINISTRATIVE EXPENSE (including indirect expense)</b>								
<b>B.1: SALARIES:</b> This section must be completed for staff that perform administrative service related to the contract. These salaries can readily be identified.								
Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract	
Total of Administrative Salaries Allocated:							\$	-
<b>B.2: FRINGE BENEFITS:</b> This section is for fringe benefits for staff performing administrative service related to the contract. These salaries can readily be identified.								
Item of Cost	Details on Item of Cost						Amount Allocated to Contract	
Total of Administrative Fringe Benefits Allocated:							\$	-
<b>B.3: Administrative Expense:</b> This section is for expenses related to the administrative activities associated with the contract.								
Item of Cost	Explanation of Need						Amount Allocated to Contract	
Administrative Expenses Allocated:							\$	-

## Budget Narrative

Contract #: \_\_\_\_\_

TOTAL ADMINISTRATIVE EXPENSE ALLOCATION:										\$	-
									TOTAL CONTRACT BUDGET ALLOCATION:	\$	-

# Developing the AHEC Budget

## WHAT ARE THE CATEGORY?

The Budget consist of two (2) categories: **Direct Program Expense** and **Administration Expense**. The budget will only address the amounts paid through the contract for each category.

**(1) Direct Program Expense:** Expenses in this category can be **easily identifiable** activities associated with the performance of the contract.

**Salaries:** Salary expenses for employees directly involved in performing the requirements outlined in the deliverable section of the contract.

**Fringe Benefits:** supplemental expenses of an employee's salary covered by the provider to include taxes, insurance plans, and vacation.

**Direct Program Expenses:** Expenses associated with meeting the performance requirements of the contract. This can include but not limited to rent, utilities, telephone, cell phone, internet service, office furniture, equipment, office supplies, travel, and subcontractors

## **(2) Administration Expense**

**Administrative Personnel:** Individuals who manage operations and management activities such as (but not limited to) reporting to parent agency management, conducting general staff meetings, professional development, recruitment, strategic planning, budget management, supervision of administrative staff, entering data, processing provider invoices, and information technology.

**Administrative Expenses:** Expenses that are **clearly identifiable** to support the administrative activities of the contract. Expenses can include but not limited to rent, utilities, communication services, travel, office supplies, audits, etc.

**Indirect Expenses:** Common/Shared expenses across the organization that **cannot be readily identifiable**. This expenses can include but not limited to personnel(executive director, accountant, etc.), rent, utilities, supplies, etc.

### **Step 1**

Enter the specific information related to the Organization and the contract with the Department.

### **Step 2**

Enter each individual staff **person's name** and **position title** for staff salaries that will be covered under the contract for the respective category. For each staff person, enter the percentage of full-time employee status (100% = 1.00), annual salary, employee status allocated to the contract FT. For salary and fringe/benefits, the two fields will calculate the combined amounts to give a total amount to be paid by the contract.

For Direct Program and Administrative Expense sub-categories enter the estimates for each line item identified on the budget.

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

**THE PARTIES AGREE:**

**I. PROVIDER AGREES:**

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

**B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment . If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department.
  - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
  - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
  - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
  - j. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR §246.26(d)(1)(ii).
  - k. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850)413-5516.

1. If Provider is determined to be a subrecipient of federal funds, Provider must 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 System for Award Management (SAM). 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 SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

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

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment , Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
  - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) Allowable under the contract and applicable laws, rules, and regulations;
    - 2) Reasonable; and
    - 3) Necessary for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
  - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
  - e. Annual Compensation Report: Provider must submit Attachment\_\_\_\_\_, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each contract year. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If the Provider is exempt from filing IRS Form 990, submit Attachment\_\_\_\_\_without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to the Provider. In addition, the Provider, by executing this contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in the Provider's submitted Annual Compensation Reports.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public

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

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

8. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.
9. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

**D. Monitoring by the Department and Dispute Resolution:**

1. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, the Department may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this contract for cause, demand the recoupment of funds from subsequent invoices under this contract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
2. Dispute Resolution: Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.

**E. Indemnification**

1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
3. Nothing in this contract shall be construed to require the Department to indemnify the Provider.
- F. **Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and

obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

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

**H. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any subcontract, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts are allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract, and shall incorporate the terms of the Department's Standard Contract, into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Department. This contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to the obligations of the Department.
2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this contract or through collection proceedings.

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

**K. Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
4. MyFloridaMarketPlace Transaction Fee:
  - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
  - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
  - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to

Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

**L. Background Screening Requirements and Drug Screening Requirements:**

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, Provider agrees to the following:
  - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
  - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
  - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. Drug Screening Requirements: Pursuant to section 112.0455, Florida Statutes if the Provider's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.

**M. Civil Rights Requirements:** Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.

**N. Independent Capacity of the Provider**

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

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

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

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

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

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



36 months from the date of being placed on the convicted vendor list.

2. Discriminatory Vendor: Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. Scrutinized Companies: Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
  - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
  - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

**S. Patents, Copyrights, and Royalties**

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

**T. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

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

**V. Information Security and Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this purchase order in accordance with applicable state and federal laws, rules, and regulations and any department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the Provider upon execution of this Contract, including any amendments. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. The Department will provide any department program-specific supplemental protocols to the Provider. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The Department reserves the right to update any department program-specific supplemental protocols throughout the term of this Contract, and the Provider agrees that it will continue to comply with all protocols, as updated and supplement, throughout the duration of this Contract. Provider must comply with any applicable professional standards of practice with respect to confidentiality of information. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.

**W. Venue and Remedies for Default:**

1. Venue: Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located.
2. Remedies for Default: Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.

- X. Force Majeure:** The Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Provider.
- Y. Employment Eligibility Verification:** Effective January 1, 2021, Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Provider under this Contract, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.
- Z. USDA WIC Services:** Provider agrees to abide by the following requirements if the contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

## **II. METHOD OF PAYMENT**

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an

amount not to exceed , subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Contract Payment:**

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. Bonuses: Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to contract funds being allocated for such payment. The Department reserves the right to refuse the Provider's request to allocate any contract funds for the payment of bonuses.

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

**III. PROVIDER CONTRACT TERM**

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

**B. Termination**

1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. In the event of default, in addition to the Department's right to terminate the contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the Contract, and any other remedies at law or in equity.

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

**D. Contract Representatives Contact Information:**

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

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

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

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

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

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

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

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

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

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_\_\_ page contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above contract and agree to the terms contained within it.

**PROVIDER:** \_

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

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

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

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

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

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

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

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

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

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

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

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

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

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

The administration of resources awarded by the Department of Health 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 the Department of Health, as described in this section. For this agreement, the Department of Health 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 the Department of Health'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. \_\_\_\_\_ **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 the Department of Health 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 the Department of Health.

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 the Department of Health 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 the department.

## 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 Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health 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 the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. 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 the Department of Health 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 the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health 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 the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of 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.

1. 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 the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, 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 the Department of Health 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 the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health 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 the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after 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, the Department of Health 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 System 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. **SOC 1** – 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. **SOC 2** – 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 directly to:

A. The Department of Health as follows:

[SingleAudits@flhealth.gov](mailto: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 the Department of Health.

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**  
Contracts and Grants Management Unit  
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:  
[flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

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 directly 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: <https://harvester.census.gov/facweb/>

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 directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

**Note:** Any reports, management letter, or other information required to be submitted to the Department of Health 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 the Department of Health 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 the Department of Health 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 the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text**

## **EXHIBIT 1**

Contract #: \_\_\_\_\_

Federal Award Identification #: \_\_\_\_\_

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

Federal Agency 1 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Federal Agency 2 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

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

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_

State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES  
\$ \_\_\_\_\_

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

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

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

\_\_\_\_\_

**Matching and Maintenance of Effort \***

Matching resources for federal Agency(s):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Maintenance of Effort (MOE):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

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

## **EXHIBIT 2**

### **PART I: AUDIT RELATIONSHIP DETERMINATION**

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

**For the purpose of single audit compliance requirements, the Recipient has been determined to be:**

- \_\_\_\_\_ Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- \_\_\_\_\_ Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- \_\_\_\_\_ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- \_\_\_\_\_ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

**For other audit requirements, the Recipient has been determined to be:**

- \_\_\_\_\_ Service Organization (SO) subject to SSAE18 reporting requirements

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

### **PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

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

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

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

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

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

This document may be obtained online through the FIHealth website under [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

**End of Text**

## **EXHIBIT 3**

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

#### **Part I:** Submission to FDOH

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

The electronic copy of the SARP should:

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

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contracts and Grants Management Unit, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01, Tallahassee, FL 32399-1701.

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

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

#### **Part II:** Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

#### **Part III:** Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

**EXHIBIT 4**

**Single Audit Data Collection Form**

**Part 1: GENERAL INFORMATION**

**1. Fiscal period ending date for the Single Audit.**

Month  
Day  
Year  
  
/

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

-  
-

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

**3. ADDITIONAL ENTITIES COVERED IN THIS REPORT**

Employer Identification #

		-											
		-											
		-											
		-											
		-											

Name of Entity

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**4. AUDITEE INFORMATION**

a. Auditee name:

Auditee Primary DUNS#:

b. Auditee address (number and street)

City

State Zip  
Code

**5. PRIMARY AUDITOR INFORMATION**

a. Primary auditor name:

b. Primary auditor address (number and street)

City

State Zip Code

c. Primary auditor contact Name:

<div></div>	<div>c.     <b>Auditee contact Name:</b></div> <div></div>	<div></div>	<div>Title:</div> <div></div>	<div></div>
	<div>Title:</div> <div></div>		<div>d.     <b>Primary auditor contact telephone ( ) -</b></div> <div></div>	
	<div></div>		<div>e.     <b>Primary auditor E-mail ( ) -</b></div> <div></div>	
	<div>d.     <b>Auditee contact telephone ( ) -</b></div> <div></div>		<div>f.     <b>Audit Firm License Number</b></div> <div></div>	
	<div>e.     <b>Auditee contact FAX ( ) -</b></div> <div></div>			
<div></div>	<div></div>			

<div></div> <div></div> <div>f. Auditee contact E-mail</div>	<div></div> <div></div>
<div></div>	

This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1;

(2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

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



## 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 [Standard Form-LLL](#), "*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