

CFDA No. 93.917
CSFA No.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and Broward County, A political subdivision of the State of Florida acting by and through its Board of County Commissioners, hereinafter referred to as "Provider," and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

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

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. 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 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), 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 II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
 - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
 - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
 - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's

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

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

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

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

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 or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, at its sole and exclusive direction, the Department may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
- E. Indemnification**
 1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The Department reserves the right to require additional insurance as specified in Attachment I.
- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
 1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
 2. Provider will be responsible for all work performed and all expenses incurred 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 overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

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

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (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 sections 287.045 and 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
 - c. 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.

L. Civil Rights Requirements: Civil Rights Certification: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Provider

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

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

- O. Final Invoice:** To submit the final invoice for payment to the Department no more than 24 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- P. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- Q. Public Entity Crime and Discriminatory Vendor**
 - 1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - 2. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
- R. Patents, Copyrights, and Royalties**
 - 1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
 - 2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance under this contract are the sole property of the state of Florida.
 - 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- S. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.
- T. 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.
- U. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.
- V. Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into on by one of the Department's county health department, in which case, venue for any legal actions will be the pertinent county.

II. METHOD OF PAYMENT

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$166,500.00, 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 of Florida's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER CONTRACT TERM

- A. Effective and Ending Dates:** This contract will begin on April 1, 2017 or on the date on which the contract has been signed by both parties, whichever is later. It will end on March 31, 2018.
- B. Termination**
1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
 3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Department will employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
 4. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

D. Contract Representatives Contact Information:

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:
Broward County, A political subdivision of the State of Florida
acting by and through its Board of County Commissioners
Broward Addiction Recovery Center
900 NW 31st Avenue, Suite 2000, Ft. Lauderdale, FL 33311
954-357-5092
2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:
Karen Smith
BARC Financial Services
900 NW 31st Avenue, Suite 2000
Ft. Lauderdale, FL 33311

3. The name, address, and telephone number of the Department's Contract Manager is:
Serena Cook
780 SW 24th Street
Ft. Lauderdale, FL 33315
954-467-4700 5650
4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:
Jasmine Bascombe, Acting Director, BARC
1011 2nd Court
Ft. Lauderdale, FL 33312
954-357-4860

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, Attachment I with Exhibits A-B, Attachment II, III with Exhibits 1-4, and Attachment IV, 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.

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

IN WITNESS THEREOF, the parties hereto have caused this 26 page contract to be executed by their undersigned, duly authorized, officials.

PROVIDER: BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: PAULA M. THAQI, M.D., MPH

TITLE: _____

TITLE: DIRECTOR, DOH-BROWARD

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

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.

FEID# (OR SSN): F59-60000531

PROVIDER FISCAL YEAR ENDING DATE: 9/30

Reviewed and approved as to form:
Joni Armstrong Coffey, County Attorney

By K. Gordon 5/12/17
Karen S. Gordon, Assistant County Attorney

By Sharon V. Thorsen 5/15/17
Sharon V. Thorsen, Senior Assistant County Attorney

ATTACHMENT I

A. Services to Be Provided1. Definitions of Terms:a. Contract Terms:

- 1) BARC: Broward Addiction Recovery Center/Broward Addiction Recovery Division.
- 2) Provider: The entity chosen by the Department to perform specified services under this contract.
- 3) Department: The Florida Department of Health.
- 4) Contract Manager: The primary contact person from the Florida Department of Health in Broward County who is responsible for managing the terms and conditions under this contract.

b. Program or Service-Specific Terms:

- 1) Assessment (Initial Assessment): First evaluation of each client required to determine and develop specific treatment recommendations.
- 2) HIV/AIDS: Acquired immunodeficiency syndrome (AIDS) is a chronic, potentially life-threatening condition caused by the human immunodeficiency virus (HIV) and is sexually transmitted.
- 3) Ryan White Part B (RW-B): Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) provides grants to States and Territories to improve the quality, availability, and organization of HIV health care and support services. Allowable services are determined based on needs assessments and available funding. Core medical services include ADAP; health insurance premium & cost-sharing assistance; and home & community-based health services. Support services must be linked to medical outcomes. Support services include medical transportation; referrals for health care & other support services; and residential substance abuse treatment services.
- 4) Federal Poverty Level (FPL): A measure of income issued every year by the Department of Health and Human Services. Federal poverty levels are used to determine eligibility for certain programs and benefits, including savings on Marketplace health insurance, and Medicaid and CHIP coverage.
- 5) Detoxification (Detox): Medically supervised inpatient detoxification for Broward County residents age 18 and older.

- 6) Residential Treatment Services (RTS): Residential substance abuse treatment for Broward County residents age 18 and older.
- 7) Episode of Care (EOC): One successfully completed treatment period for either DETOX or RTS. The Department will pay for up to 7 days of DETOX and up to 30 days of RTS per EOC. Requests for clients needing services beyond 7 days DETOX and 30 days RTS, need to be submitted to the contract manager for approval. Approval will be given on a case by case basis. .
- 8) Standard of Care: Standards as outlined in 65D-30, Florida Administrative Code (FAC) for Substance Abuse Services.

2. General Description:

- a. General Statement: This contract is for the provision of assessment, detoxification and residential substance abuse treatment to RW-B clients who are 18 years and older.
- b. Authority:
 - 1) Ryan White HIV/AIDS Treatment Extension Act of 2009
 - 2) U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) www.hrsa.gov
 - 3) Fla. Stat. ch. 381
 - 4) Fla. Stat. ch. 394
 - 5) Fla. Stat. ch. 397
 - 6) Fla. Admin. Code 64D-4 [Eligibility Rule]
 - 7) Fla. Admin. Code 65D-30 [Substance Abuse Services]

3. Clients to be Served: Only RW-B clients can be served under this contract. Clients must meet the following requirements for eligibility:

- a. HIV Positive
- b. Live in Broward County
- c. 400% or less of the FPL

B. Manner of Service Provision:

- 1. Scope of Service: Provider shall provide detoxification and residential substance abuse treatment for RW-B clients in accordance with the Standard of Care found in Fla. Admin. Code 65D-30. BARC is licensed for level 2 residential treatment.

- a. Task List: Provider will perform the following tasks:
- 1) Contact the Contract Manager's designee to enroll incoming HIV positive clients in RW-B, if not already enrolled.
 - 2) Provide initial assessment, detox, and/or residential substance abuse treatment in accordance with Fla. Admin. Code 65D-30.
 - 3) Coordinate client's discharge with the Contract Manager's designee.
 - 4) Link clients to RW-B and all other state & county HIV services.
 - 5) 80% of RW-B clients entering detox and 65% of RW-B clients entering RTS shall complete an EOC.
 - 6) 80% of RW-B clients entering detox and/or RTS are linked back to at least one RW-B or DOH-Broward service upon release.
 - 7) During RTS, each client shall receive a minimum of 14 hours of counseling services and 20 hours of other structured activities. This shall be documented in the client record.
 - 8) The Provider shall serve a minimum of 20 clients who shall have completed detox and/or RTS during the term of the contract.
 - 9) Prepare and submit a monthly invoice in accordance with the provisions specified in section C.5 of this Attachment I.
 - 10) Prepare and submit a Quarterly Financial Report to the Contract Manager stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract no later than July 24, (April through June), October 24 (July through September), January 24 (October-December), April 24 (January through March) which supersedes the requirements in section I.C.6.c of the Standard Contract.
- b. Service Limits:
- 1) The services paid under this contract are limited to an initial assessment, detox and RTS for RW-B clients. The Department will pay for up to 7 days of Detox and up to 30 days of RTS per EOC. Requests for clients needing services beyond 7 days Detox and 30 days RTS, need to be submitted to the contract manager for approval. Approval will be given on a case by case basis.
 - 2) Clients are limited to one detox EOC per month.

- 3) Clients are limited to two RTS EOC per 12-month contract term.
- 4) Clients may return and complete their RTS EOC at a later date after leaving the Provider's facility against medical advice.

c. Task Limits:

- 1) The contract does not authorize payment for the hospitalization of clients.
- 2) Nothing herein alters Provider's responsibility under state and federal law to immediately treat life-threatening emergency medical conditions.
- 3) Services paid under this contract cannot be billed under any other contract, purchase order, or agreement while the contract has remaining funds.

e. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified.

- 1) Monthly: Provision of assessment, detoxification, and residential substance abuse treatment services with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.10).
- 2) Quarterly: Submission of Quarterly Financial Report as specified in Task B.1.a.10) of this Attachment I.

f. Performance Measures: Deliverables must be met at the following minimum level of performance:

- 1) Deliverable B.1.e.1):
 - a) Invoice will be submitted with the information and within the time specified.
 - b) Provider shall serve a minimum of 20 clients as specified in B.1.a.8) who shall have completed detox and/or RTS during the term of the contract.
- 2) Deliverable B.1.e.2):
 - a) Quarterly Financial Report must be submitted in the time and manner specified.

2. Financial Consequences:

a. Improper Invoicing:

- 1) Failure to submit the invoice in the time specified will result in a reduction in payment of 5% per day the invoice is late unless prior

written approval for an extension has been granted by the Contract Manager.

- 2) Failure to submit an error free invoice will result in a reduction in payment of 5% per error within the client information, which includes but is not limited to, the RW-B client identifier.

b. Improper Service & Reporting:

- 1) Failure to serve a minimum of 20 clients as specified in B.1.f.1)b) will result in a reduction of \$500.00 per client under the minimum, from the last invoice.
- 2) Failure to provide the Quarterly Financial Reports in the time and manner specified, will result in a reduction in the June, September, December, and March invoices of \$50.00 for each day the report(s) is late unless prior written approval has been granted by the Contract Manager.

3. Service Location and Times:

a. Service Location: All contracted services will be provided at:

- 1) Detox:
1000 SW 2nd Street, Fort Lauderdale, FL 33312
- 2) RTS:
3275 NW 99th Way, Coral Springs, FL 33065

b. Service Times: The Provider must be capable of providing services twenty-four (24) hours a day, seven (7) days a week, throughout the contract period.

c. Changes in Location: Provider will notify the Contract Manager in writing a minimum of 5 business days prior to making any changes in Provider's location, which will affect the Department's ability to contact Provider.

4. Staffing Requirements: The Provider shall maintain an organizational structure sufficient to discharge its contractual responsibilities, which include the provision of services in accordance with the Standard of Care, and comply with licensure requirements of Fla. Stat. ch. 394 and any applicable federal law.

5. Equipment: The Provider will be responsible for furnishing all equipment necessary to perform the services under this contract.

C. Method of Payment:

1. Payment: This is a fixed-price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of

this contract for a total dollar amount not to exceed \$166,500.00 subject to the availability of funds. RW-B is the funding source for this contract.

2. RW-B is the payor of last resort. Services to clients with any 3rd party coverage, including but not limited to, Medicaid, Medicare, Veteran's Administration and private health insurance, will not be accepted for payment under this contract.
3. Provider will reimburse the Department for services provided to any client who is later found to be eligible for 3rd party coverage.
4. The Department agrees to pay a base rate per day for detox and/or residential substance abuse treatment as reflected on **Exhibit A**.
5. Invoice Requirements: The Provider shall request payment on a monthly basis through submission of a properly completed invoice (**Exhibit B**) to the Contract Manager within 10 days following the end of the period for which payment is being requested, except for the last invoice. The last invoice shall be submitted no later than the 24th day of the month following the end of the contract period. Payment may be authorized only for service units on the invoice that are in accordance with the terms and conditions of this contract.
6. Supporting Documentation Requirements:
 - a. The Provider must maintain records documenting the total number of clients served, first and last name (or unique identifiers) of clients to whom services were provided, date of birth, and the date(s) that the services were provided so that an audit trail documenting services provided can be maintained.
 - b. Budget: Attach a copy of the Department approved budget and budget justification for the initial contract year upon contract execution, both of which are incorporated into this agreement as Attachment IV. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval. Any revisions to an approved budget or budget justification must be submitted to the Contract Manager for review and approval prior to implementation.
7. Certifications for Payment: The Provider under this agreement affirms, by execution of this contract, that it is in compliance with all applicable state and federal laws, including the Florida False Claims Act, Fla. Stat. §68.081 et seq., Chapter 409, Florida Statutes, the Florida Medicaid Provider Fraud Statute, Fla. Stat. §409.920 et seq., and the Anti-Kickback Statute, 42 U.S.C. §1320a-7b, state and federal regulations.

D. Special Provisions:

Contract Renewal: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the

Department and will be subject to the availability of funds.

END OF TEXT

Exhibit A
Rate Sheet

Detoxification Rate

- \$205.80 per day

Substance Abuse Residential Rate

- \$144.61 per day

Assessment Rate

- 122.78 per hour

Florida Department of Health
 Monthly Invoice for Detox/Residential Substance Abuse Treatment

Date of Invoice:
 Contract # BW703
 Invoice Covers Period: _____

Remit Payment to:
 Broward Addiction Recovery Division, Financial Services
 900 NW 31st Ave, Suite 2000
 Fort Lauderdale, FL 33311

| Medical Record Number BARC/RW-B | Assessment Total | RW-B Expiration Date | Detox Service Date | Detox Units | Detox Rate | Detox Total | RTS Service Date | RTS Units | RTS Rate | RTS Total | Total Amount Billed | Reason For Discharge |
|------------------------------------|---------------------|----------------------------|--------------------------|----------------|---------------|----------------|------------------------|--------------|-------------|--------------|------------------------|----------------------|
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| Invoice | | | | | | | | | | | \$0.00 | |

 Contract Manager

I certify that this report accurately and correctly reflects the actual costs

 Program Manager

 Provider:

CERTIFICATION REGARDING LOBBYING

Attachment II

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # BW703

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

BW703
Application or Contract Number

Broward County, A political subdivision of the State of Florida
acting by and through its Board of County Commissioners

Name of Organization

Address of Organization

ATTACHMENT III

FINANCIAL AND COMPLIANCE ATTACHMENT

The administration of resources awarded by the Department of Health to Provider may be federal or state financial assistance as defined by 2 C.F.R. § 200.40 and/or section 215.97, Florida Statutes, and subject to audits and/or monitoring by the Department of Health, as described in this section. For this contract, the Department of Health has determined the following relationship exist:

1. _____ **Vendor.** Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Provider which is not subject to compliance requirements of the Federal/State program as a result of the contract.
2. _____ **Recipient/Subrecipient of state financial assistance.** 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 state 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 state agency.
3. X **Recipient/Subrecipient of federal financial assistance.** 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 state 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.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, subpart F (formerly OMB A-133) and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this contract, Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of Provider is appropriate, Provider agrees to comply with any additional instructions provided by the Department of Health to Provider regarding such audit. Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if Provider is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, subpart F.

1. In the event that Provider expends \$750,000 or more in Federal awards during its fiscal year, Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. § 200.501. EXHIBIT 1 to this contract indicates Federal resources awarded through the Department of Health by this contract. In determining the Federal awards expended in its fiscal year, Provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. §§ 200.502-.503. An audit of Provider conducted by the Auditor General in accordance with the provisions of 2 C.F.R., subpart F will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-.512.
3. If Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. § 200.501(d) is not required. In the event that Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. § 200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not 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 C.F.R. § 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 Provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that Provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Provider (for fiscal years ending June 30, 2017 or thereafter), Provider must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; 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, Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, Provider shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Provider 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 Provider 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 Provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 or not 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 Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after Provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. § 200.512 and section 215.97(2), Florida Statutes, will be submitted by or on behalf of Provider directly to each of the following:

- A. The Department of Health as follows:

SingleAudits@flhealth.gov

Pursuant to 2 C.F.R. § 200.521, and section 215.97(2), Florida Statutes, Provider 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
Bureau of Finance & Accounting
Attention: Single Audit Review
4052 Bald Cypress Way, Bin B01
Tallahassee, FL 32399-1729.

- B. 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 C.F.R. § 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/sac/>
 - C. Other Federal agencies and pass-through entities in accordance with 2 C.F.R. §200.331 and § 200.517.
 - D. Additionally, copies of state financial assistance (CSFA) reporting packages required by Part II of this contract shall be submitted to the Auditor General's Office (one electronic and one paper copy of the financial reporting package).
 - The electronic copy should be emailed by or on behalf of Provider directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.
 - Paper copies mail to:
Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
2. 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 C.F.R. § 200.512, Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 3. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 C.F.R. § 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 Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

Provider 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. Provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

Contract #: BW703

EXHIBIT 1

Federal Award Identification #: 6 X07HA00057-26-01

Department's Federal Award Date: 3/7/16 Department's Federal Award Indirect Rate: 26.16%

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

| | | | | |
|----------------------|-------------|---------------------|--------------------------------------|------------------------|
| Federal Agency 1 | <u>HRSA</u> | CFDA# <u>93.917</u> | Title <u>HIV Care Formula Grants</u> | \$ <u>\$166,500.00</u> |
| Federal Agency 2 | | CFDA# | Title | \$ |
| TOTAL FEDERAL AWARDS | | | | \$ <u>\$166,500.00</u> |

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 to section 215.97, Florida Statutes or 2 C.F.R. § 200.40: \$ _____

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

- Vendor not subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 C.F.R. § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 C.F.R. § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities and community colleges. Exempt organizations must comply with all compliance requirements set forth within the contract.

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

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

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

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2015-2016 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

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

EXHIBIT 4

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

| | | |
|-------|-----|------|
| Month | Day | Year |
| / | / | |

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

| | | | | | | | | | |
|--|--|----|--|--|--|--|--|--|--|
| | | -- | | | | | | | |
|--|--|----|--|--|--|--|--|--|--|

b. Are multiple EINs covered in this report Yes No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

| | | | | | | | | | |
|--|--|----|--|--|--|--|--|--|--|
| | | -- | | | | | | | |
| | | -- | | | | | | | |
| | | -- | | | | | | | |
| | | -- | | | | | | | |

4. AUDITEE INFORMATION

a. Auditee name: _____

b. Auditee address (number and street)

City _____

State _____ Zip Code _____

c. Auditee contact Name: _____

Title: _____

d. Auditee contact telephone () - _____

e. Auditee contact FAX () - _____

f. Auditee contact E-mail _____

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name: _____

b. Primary auditor address (number and street)

City _____

State _____ Zip Code _____

c. Primary auditor contact Name: _____

Title: _____

d. Primary auditor contact telephone () - _____

e. Primary auditor E-mail () - _____

f. Audit Firm License Number _____

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

AUDITEE CERTIFICATION Date _____/_____/_____

Date Audit Received From Auditor: _____/_____/_____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

ATTACHMENT IV

FDOH Contract BW703

Broward County, Broward Addiction Recovery Division - Ryan White Part B Substance Abuse Treatment Services
 Budget Allocation April 1, 2017 - March 31, 2018

| Expense | Fund | Program | BudRef | Project | Account | Amount |
|------------------------------|-------|---------|--------|---------|---------|--------------|
| Sal-Regular Salary and Wages | 70034 | 70034 | TBD | TBD | 510030 | \$124,875.00 |
| Frn-Medicare | 70034 | 70034 | TBD | TBD | 510510 | \$9,110.00 |
| Frn-Retirement Contributions | 70034 | 70034 | TBD | TBD | 510520 | \$8,710.00 |
| Frn-Group Insurance | 70034 | 70034 | TBD | TBD | 510540 | \$23,660.00 |
| Frn-Basic Life Insurance | 70034 | 70034 | TBD | TBD | 510550 | \$145.00 |
| | | | | | | |
| Revenue | Fund | Program | BudRef | Project | Account | Amount |
| Grt Fed-Human Services | 70034 | 70034 | TBD | TBD | 410130 | \$166,500.00 |

Broward County through its Broward Addiction Recovery Center Division (BARC) offers a comprehensive range of services for individuals over the age of 18 who are affected by substance abuse and/or co-occurring disorders. Our experienced and professional staff is dedicated to helping clients attain a healthy and satisfying lifestyle free from addiction. We provide effective intervention in a caring, respectful and confidential manner utilizing individual, group, and family therapy. We collaborate with a variety of healthcare providers and referral sources to ensure clients receive services that will support their recovery. BARC services include admissions and assessment, medically supervised inpatient detoxification, residential treatment services, non-residential day treatment, and outpatient treatment.

Funding provided to BARC for Ryan White Part B eligible clients will be utilized to provide medically supervised inpatient detoxification services and residential treatment services.