

February 2023

To All Interested Parties:

CDS Family & Behavioral Health Services, Inc. and Affiliate (collectively, the Organization) is requesting a three-year audit proposal from qualified CPA firms. Please consider this communication a formal Request For Proposals (RFP), the responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating a contract.

CDS Family & Behavioral Health Services, Inc. (CDS) is a not-for-profit corporation organized under the laws of the state of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code Section 501(c)(3). CDS provides a number of services in 14 North Florida counties. Services include: three short-term crisis/emergency shelters for abused, neglected, and homeless adolescents 10 to 17 years of age; the provision of family and group counseling for children 6 to 17 years old in the home, at school, and in our offices for up to 12 weeks; a street outreach and recovery program to find youth who are at-risk for sexual exploitation and abuse and providing them with survival aid and access to critical services; a transitional living program for youth ages 16 to 22 which allows them to complete their education, establish employment, and develop life skills; and, SNAP (Stop Now and Plan) and SNAP in Schools programs serving children ages 6-11, focusing on developing skills such as problem-solving, emotional regulation, handling peer pressure, and bullying. The Affiliate, Community Alternative Services Foundation, Inc. (CASF), was formed in 1980 as a separate not-for-profit corporation to operate exclusively for the benefit of CDS.

Our operating budget for the fiscal year ended June 30, 2022 was approximately five million dollars. As a sub-recipient of federal financial assistance, we are currently subject to the single audit requirements of OMB Circular A-133. We are funded and/or regulated through contracts with the U.S. Department of Health & Human Services, Florida Department of Juvenile Justice, Florida Network of Youth and Family Services, Lutheran Services Florida, Inc. (dba LSF Health Systems, LLC), and Partnership for Strong Families.

The Organization's fiscal year ends June 30, 2023. We anticipate we will be prepared for an audit entrance conference and field work to begin the third week in August 2023. The work shall include the preparation of a Form 990 Income Tax Return for CDS and CASF, as appropriate, which is to be completed and delivered no later than January 31, 2024. Additionally, the work shall include preparation of a Form 5500 for CDS and CASF, as appropriate, which is to be completed and delivered no later than January 31, 2024. The draft audit report must be completed and delivered no later than November 15, 2023. The final audit report must be presented to our Audit Committee no later than December 15, 2023 and delivered to our funding sources and the federal and state audit-clearing houses no later than December 29, 2023. The final schedule will be a negotiated part of the audit contract.

Should you be interested in providing these services, please include the following information in your response:

See next page

Firm Philosophy in Providing Services to Human Welfare Services Boards

1. Provide a brief description of your firm.
2. Describe the engagements your firm currently has in the human-welfare services Industry, with any emphasis on child-welfare services. If partners or other employees serve in an advisory capacity, please list such positions.
3. Describe your firm's hiring philosophy and the levels of individuals who would be assigned to this engagement. Specifically explain how your firm can provide continuity of staff on our audit.
4. Describe your firm's basic approach to performing a Financial Audit and preparing a Consolidated Financial Statement report. You should identify how an audit engagement is planned and scheduled; the level of partner and manager commitment; quality control mechanisms and other areas you feel are important.

Other Services Available

1. Provide information regarding other professional resources and services (e.g., technical assistance and consultation) that can be made available to our organization.

Scheduling and Staffing of Engagement

1. Identify the engagement team which would be performing our audit and include a resume of the qualifications and experience for each team member.
2. Comment on the impact of transition on our organization and any additional charges for startup.
3. Indicate the expected timing and completion of the audit and the expected delivery of the draft and final reports.
4. Indicate what assistance is required by our accounting staff to be provided to the audit team.
5. Describe your understanding of the work to be performed, including audit procedures and other pertinent information.

Fees

1. Provide information regarding your audit fee for our audit, including the estimated number of hours to be spent by each staff person and the expected rate per hour of each. State whether out-of-pocket expenses are included in your fee structure.
2. Describe whether and how you bill for overruns. State how your firm can reduce any overruns and how we can be assured of no "surprise" billings.
3. Explain your firm's availability and billing for advice and counsel during the year.
4. If you are able to provide your services for a fixed fee, state the fee and services included.

References

1. Provide a list of clients of similar size and purpose to our organization.
2. Provide a list of clients we may contact. Clients listed should be of similar size and nature to our organization and be serviced by the same partner, manager, and senior assigned to our audit. Please include specific contact names and telephone numbers.
3. Provide a copy of your most recent peer review.
4. Disclose all licenses and status of the engagement team members.

5. Disclose any disciplinary action taken by the State Board of Accountancy within the last three years.

Other Information

1. **THE PROPOSER SPECIFICALLY UNDERSTANDS AND AGREES THAT THE RFP IN ITS ENTIRETY, TOGETHER WITH ITS TERMS, CONDITIONS, AND APPENDICES, AND THE PROPOSER'S RESPONSE, SHALL BE SPECIFICALLY INCORPORATED AS A MATERIAL ELEMENT OF THE CONTRACT.**
2. Please include any additional information not already requested that you consider essential to your response. If there is no additional information to include, state "There is no additional information we wish to present".
3. Please note that either party may cancel the audit engagement for the second and/or third year by written notice to the other party no later than April 1 of the year to be audited. We reserve the right to offer options to renew.

PLEASE SUBMIT ONE (1) ORIGINAL AND EIGHT (8) COPIES (BY US MAIL, COURIER, OR HAND-DELIVERY) OF YOUR RESPONSES TO THIS RFP NO LATER THAN 4:00 PM EST ON FRIDAY MARCH 31, 2023. RESPONSES RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED FOR CONTRACT NEGOTIATION PURPOSES. Should you have any questions about this RFP or our organization, you may contact me at the address indicated below.

We appreciate your consideration of this matter and look forward to a timely response.

Sincerely,

Philip N. Kabler, J.D., Chief Executive Officer
CDS Family & Behavioral Health Services, Inc.
3615 SW 13th Street, Suite 7
Gainesville, FL 32608
Tel (352) 244-0628, ext. 3824
Philip.Kabler@cdsfl.org

Please address your response to:
Audit RFP
c/o Philip N. Kabler, J.D.
CDS Family & Behavioral Health Services, Inc.
3615 SW 13th Street, Suite 7
Gainesville, FL 32608

REQUEST FOR PROPOSALS

SECTION 1: INTRODUCTION

1.1 STATEMENT OF NEED

At this time, CDS is announcing its interest in soliciting competitive responses from qualified proposers to provide a financial and compliance audit for the fiscal year ending June 30, 2023 based on the criteria described in Section 3 of this Request For Proposals (RFP). CDS will be entering into a contract for these services for the period of one (1) year with an option to renew annually for up to two (2) additional one (1) year periods subject to:

- a. Satisfactory performance as determined by the CDS Audit Committee
- b. Availability of funds as determined by CDS.

CDS ISSUES THIS RFP WITH THE EXPLICIT UNDERSTANDING THAT MINOR AND MAJOR CHANGES MAY BE MADE, UP TO AND INCLUDING THE OPTION TO RESCIND THIS RFP IN ITS ENTIRETY, IF SUCH IS IN THE BEST INTEREST OF CDS.

1.2 ELIGIBLE PROPOSERS

Only licensed Certified Public Accountants properly organized in accordance with State and Federal law and in business for at least five years may submit a Proposal for the provision of services as defined within this RFP. Minority operated businesses are encouraged to submit a Proposal.

No Proposer will be considered if:

- a. The Proposer has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S.
- b. The Proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency.
- c. The Proposer's previous contract(s) and/or lease(s) with CDS or any other State of Florida or state affiliated agency have been terminated for cause.
- d. The Proposer's name appears on the convicted vendor list.
- e. For any cause for which the Proposer is determined non-responsive or non-responsible.

1.3 HISTORICAL BACKGROUND

CDS Family & Behavioral Health Services, Inc. (hereinafter "CDS") was first organized as Community Crisis Corner, a not-for-profit corporation under the laws of the State of Florida in March 20, 1970. We had name changes in 1972 to Community Crisis Corner, Inc. in 1981 to Corner Drug Store of Gainesville, Inc., and in 2007 to CDS Family and Behavioral Health Services, Inc., and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code Section 501(c)(3). CDS serves a 14 county area, including three shelters located in Alachua, Columbia, and Putnam Counties. The purpose of CDS is to be a support for today's children while strengthening tomorrow's families. CDS was founded on a system of principles and beliefs that provide the framework for how CDS interacts with its families and community

partners. These values are an essential part of the history and identity of the organization, and so we do our best to exemplify the values of hope, caring, respect, responsibility, equality, integrity, leadership, humility, and self-discipline. This same values-driven framework is expected to be evident in any partner, provider, vendor, or sub-recipient with which CDS aligns itself.

CDS serves homeless youth who run away, were thrown out of their home, or are at-risk due to their family life. CDS provides a continuum of care for at-risk and abused and neglected children, youth, and their families, 24 hours a day, 7 days a week, through screening, assessment, case management and counseling, basic shelter, residential and non-residential aftercare services, as well as prevention services in the school system. From its humble beginning in 1970 to its present success as a nationally accredited service provider, we maintain our culture of caring that makes the difference in the lives of children, youth and their families. We will continue to pursue our vision through community partnership and proven best practices that have served our children and youth well for many years.

1.4 GOVERNANCE

CDS is governed by a voluntary Board of Directors that is an essential component of the ability to effectively manage programs since its inception in 1970. We strive to ensure that: our Board membership is reflective of the gender, racial, and cultural composition of the communities we serve; is knowledgeable of the needs of youth who have multiple problems; act as advocates for youth services; and are in positions of authority and influence within the community. They represent a reasonable cross-section of our community. In monthly meetings the Board of Directors reviews administrative, financial, and programmatic progress toward agency goals and objectives.

1.5 FURTHER CONDITIONS

It is essential to CDS that the Proposer be impartial in all matters. Therefore, CDS reserves the right to reject a Proposal where there will be a continuing or frequently recurring conflict between the Proposer's private interests and the performance of the Proposer's duties in the public's interest.

THIS RFP DOES NOT COMMIT OR OBLIGATE CDS TO AWARD A CONTRACT, TO COMMIT ANY FUNDS IDENTIFIED IN THIS RFP DOCUMENT, TO PAY ANY COSTS INCURRED IN THE PREPARATION OR PRESENTATION OF A PROPOSAL TO THIS RFP, OR TO PAY FOR ANY COSTS INCURRED IN ADVANCE OF THE EXECUTION OF A CONTRACT.

CDS furthermore reserves the right to:

- a. Reject any and/or all Proposals in whole or in part as CDS deems is in its best interest.
- b. Change or waive any provisions set forth in this RFP.
- c. Return non-responsive Proposals without review.
- d. Waive informalities and minor irregularities in Proposals received, as CDS deems appropriate.
- e. Request additional data, technical or price revisions, in support of the written Proposal.
- f. Independently determine that an arms-length agreement exists between the Proposer and any sub-contractors or vendors they might choose to use with the understanding that no sub-contractors may be used unless pre-approved by CDS.
- g. Verify any factual information as it is presented within the Proposal.

- h. Conduct an analysis that may include, but is not limited to, a review of the Proposer’s prior auditing experience, prior experience auditing not-for-profit organizations, and personnel qualifications.
- i. Change specifications and modify contracts as necessary to facilitate compliance with legislation, regulations and policy directives, to manage funding and/or to meet the needs of children, families, and caregivers.
- j. Conduct analysis of the projected costs submitted the Proposer in response to this RFP.
- k. To make any and all determinations exclusively which it deems necessary to protect the best interests of CDS and/or the families and children who are served by CDS either directly or indirectly through any of its contractors. The absence of CDS’ setting forth a specific reservation of rights does not subject other areas of any contract resulting from this RFP to further mutual agreement.

SECTION 2: RFP PROCESS

2.1 PROCUREMENT SCHEDULE

CDS’S RFP PROCESS WILL GENERALLY ADHERE TO THE FOLLOWING PROCUREMENT SCHEDULE. THE DATES AND LOCATIONS LISTED BELOW ARE SUBJECT TO CHANGE. PROPOSERS WILL BE NOTIFIED OF ANY CHANGES MADE TO THE PROCUREMENT SCHEDULE. ALL TIMES ARE EASTERN STANDARD TIME.

ACTIVITY	DATE	LOCATION*
Announcement of Intent to Release Request for Proposals	Monday, February 6 2023	Announcement will be posted on CDS website (www.cdsfl.org) and through e-mail
Request For Proposals released	Monday, February 13 2023	On CDS website (www.cdsfl.org) or by pickup at 3615 SW 13 th Street, Suite 7 Gainesville, FL 32608
Last day for submission of written inquiries	Friday, February 24, 2023 @ 2:00 PM Eastern Time	3615 SW 13 th Street, Suite 7 Gainesville, FL 32608
CDS response to written inquiries	Friday, March 10, 2023 @ 4:00 PM Eastern Time	Responses will be sent via e-mail
PROPOSALS DUE	FRIDAY, MARCH 31, 2023 @ 4:00 PM EASTERN TIME	3615 SW 13TH STREET, SUITE 7 GAINESVILLE, FL 32608
Initial opening of Proposals	Monday, April 3, 2023	3615 SW 13 th Street, Suite 7 Gainesville, FL 32608
Posting of Award	Monday, April 17, 2023 @ 2:00 PM Eastern Time	3615 SW 13 th Street, Suite 7 Gainesville, FL 32608

*Locations subject to change. Notification of any changes will be made to all interested parties.

2.2 CONTACT PERSON

CDS Family & Behavioral Health Services, Inc., which serves 14 counties in Florida’s Third, Seventh (Palatka only), and Eighth Judicial Circuits, issues this RFP. The contact person listed below is the sole point of contact for this RFP.

Philip N. Kabler, J.D., Chief Executive Officer
CDS Family & Behavioral Health Services, Inc.
3615 SW 13th Street, Suite 7
Gainesville, FL 32608
Tel (352) 244-0628, ext. 3824
Philip_Kabler@cdfsfl.org

2.3 LIMITATIONS ON CONTACTING CDS PERSONNEL

Proposers are prohibited from contacting CDS personnel or Board members regarding this solicitation other than the contact person identified in Section 2.2 above. Any violation may result in the disqualification of the Proposer. Please refer to Section 2.6 below for instructions regarding inquiries.

2.4 INTENT TO SUBMIT A PROPOSAL

This Section intentionally omitted.

2.5 PROPOSER’S PRE-PROPOSAL CONFERENCE

This Section intentionally omitted.

2.6 INQUIRIES

All inquiries requesting clarification regarding this RFP must be made in writing to the identified contact person and received no later than February 24, 2023, 2:00 p.m. **INQUIRIES MAY BE SUBMITTED VIA CERTIFIED MAIL, FACSIMILE, OR ELECTRONICALLY.** It is the responsibility of the Proposer to ensure that facsimiles and electronic information has been received by CDS.

Written inquiries received no later than February 24, 2023, 2:00 p.m. will be provided electronically to all Proposers. The response to written inquiries will be distributed by email, and available at the CDS office no later than 4:00 p.m., March 10, 2023.

Information regarding any addenda to the RFP and copies of written CDS responses to questions resulting in clarifications or addenda to the RFP will be provided electronically to all Proposers.

2.7 ACCEPTANCE OF PROPOSALS

A complete Proposal must be received in the CDS office no later than 4:00 p.m., Eastern Standard Time on March 31, 2023 to the following address:

Philip N. Kabler, J.D., Chief Executive Officer
CDS Family & Behavioral Health Services, Inc.
3615 SW 13th Street, Suite 7
Gainesville, FL 32608
Tel (352) 244-0628, ext. 3824
Philip_Kabler@cdfsfl.org

FACSIMILIES OR ELECTRONIC TRANSMISSIONS WILL NOT BE ACCEPTED. THE PROPOSAL SHALL BE SUBMITTED IN A SEALED PACKAGE CONTAINING ONE (1) ORIGINAL AND EIGHT (8) HARD COPIES OF THE PROPOSAL FOR THE PURPOSE OF REVIEW BY THE COMMITTEE:

PACKAGE CONTENTS:

- a. Page 1 – Fatal Criteria Checklist (Appendix A)
**** FAILURE TO COMPLY WITH ALL FATAL CRITERIA WILL RENDER A PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR FURTHER EVALUATION.**
- b. Page 2 – Request For Proposals Acknowledgement Form (Appendix B)
- c. Signed and completed Audit Requirements, Assurances and Certifications (Appendix C)
- d. Written Response to Scope of Work (as described in Section 3)

(REFER TO SECTION 7 FOR INSTRUCTIONS ON SUBMISSION OF RFP DOCUMENTS)

Any Proposal submitted shall remain a valid offer for at least one hundred and eighty (180) days after the Proposal submission date. **NO CHANGES, MODIFICATIONS OR ADDITIONS TO THE SUBMITTED PROPOSAL WILL BE ACCEPTED BY OR BE BINDING ON CDS AFTER THE MARCH 31, 2023 DEADLINE FOR SUBMITTING PROPOSALS HAS PASSED.**

THE PROPOSER IS SOLELY RESPONSIBLE FOR ASSURING THAT ANYTHING SENT TO CDS ARRIVES SAFELY AND ON TIME. ANY SUBMISSION TO CDS, INCLUDING INQUIRIES REGARDING THE RFP, AND/OR PROPOSALS NOT RECEIVED AT EITHER THE SPECIFIED PLACE AND/OR BY THE SPECIFIED DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER BY CDS.

2.8 WITHDRAWAL OF PROPOSAL

A written request for withdrawal, signed by the Proposer, may be considered if received by CDS prior to the Proposal opening time and date indicated in the Procurement Schedule in Section 2.1 of this RFP.

2.9 NOTICE TO AWARD

Through completion of the Proposal review process described in Section 8 of this RFP, the Audit Committee will review and score Proposals that have met the Fatal Criteria. The Proposer with the highest Total Proposal Score will be presented to CDS’s Board of Directors for Approval to negotiate a contract. Approval will also be requested from the Board to negotiate with the next highest scored proposal in the event agreement cannot be reached with the highest scored proposal. The Proposal scores will be available on the date specified in the Procurement Schedule in Section 2.1 of this RFP at the following location:

CDS Family & Behavioral Health Services, Inc.
3615 SW 13th Street, Suite 7
Gainesville, FL 32608

SECTION 3: SCOPE OF WORK

3.1 DESCRIPTION OF ENTITY

CDS was first organized as Community Crisis Corner, a not-for-profit corporation under the laws of the State of Florida in June 1970. Our name changed to Corner Drug Store of Gainesville in July 1984. Our name changed again in 2007 to CDS Family and Behavioral Health Services, Inc., and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code Section 501(c)(3). CDS serves a 14 county area, including three shelters located in Alachua, Columbia and Putnam Counties. The purpose of CDS is to be a support for today's children, youth, and young adults while strengthening tomorrow's families. CDS was founded on a system of principles and beliefs which provide the framework for how CDS interacts with its families and community partners. These values are an essential part of the history and identity of the organization, and so we do our best to exemplify the values of hope, caring, respect, responsibility, equality, integrity, leadership, humility, and self-discipline. This same values-driven framework is expected to be evident in any partner; provider, vendor, or sub-recipient with which CDS aligns itself.

CDS serves homeless youth who run away, were thrown out, were trafficked, or are at-risk due to their family life. CDS provides a continuum of care for at-risk and abused and neglected children, youth and their families, 24 hours a day, 7 days a week, through screening, assessment, case management and counseling, basic shelter, residential and non-residential aftercare services, as well as prevention services in the school system. From its humble beginning in 1970 to its present success as a nationally accredited service provider, we maintain our culture of caring which makes the difference in the lives of children, youth and their families. We will continue to pursue our vision through community partnerships and proven best practices which have served our children and youth well for many years.

CDS was incorporated in 1970 to meet a critical need in child and family counseling services in Alachua County. Over the years CDS has served over 50,000 children, youth and their families in fourteen North Florida counties through a variety of programs including residential, outreach, school based and non-residential programs, having been accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). We have been blessed with a rich 50+ year history and a positive reputation of serving those who may otherwise not be served.

CDS is primarily funded by support from the Florida Department of Juvenile Justice through the Florida Network of Youth and Families Services, Inc., federal contracts through the US Department of Health and Human Services and the Florida Department of Children and Families (through Lutheran Services of Florida Health Systems), and the Florida Department of Children and Families (through Partnership for Strong Families). CDS administers and operates the grants received through direct operations with an annual operating budget of approximately five million dollars.

CDS operates the following programs:

1. CDS Interface Youth Shelters – Are located in Alachua, Columbia, and Putnam Counties. Youth ages 10 through 17 who are experiencing homelessness, runaway, trafficking, truancy, or are experiencing conflict at home stay at the shelters, usually for three to five weeks at a time. While there, they participate in a social skills development program, counseling, and maintain their routine of attending school.
2. CDS Family Action Counseling – Case managers work closely with families on a weekly basis to provide support and implement solutions using a strength-based approach. Local schools partner with us by providing space, telephones, and fax lines for our counselors. Family Action seeks to help youth ages 6 to 17 who are truant, have run away from home, or have issues with their parents. Our goal is to keep families intact.
3. Outreach – Specialists spread the word that CDS services are available. Staff attend many events speaking with youth and adults each year. The goal is to facilitate young adults leaving the street life. CDS is part of the nationwide program called Safe Place, a national youth outreach and prevention program for young people under the age of 18 (up to 21 years of age in some communities) in need of immediate help and safety. As a collaborative community prevention initiative, Safe Place designates businesses and organizations as Safe Place locations, making help readily available to youth in communities across the country. Safe Place locations include libraries, YMCAs, fire stations, public buses, various businesses, and social service facilities.
4. Independent Living – This program works with youth in the foster care system throughout their transition into adulthood by helping them realize their goals and full potential as contributing members of the community.
5. SNAP & SNAP in Schools – “Stop Now And Plan” programs are designed for children ages 6–11 who have difficulty with emotional regulation and self-control and are engaging in disruptive behavior such as aggression, rule-breaking, bullying, or trouble with authority figures. Experienced and highly-trained staff work with each family to assess challenges and problems and develop an action plan. Boys and girls and their caregivers attend gender-specific weekly group sessions for 13 weeks.
6. Prevention Services – Success in this program has been possible through collaborative partnerships which include the Alachua County School Board, the Levy County School Board, and the Gilchrist County School Board. Programs are designed for children in elementary and middle schools. Schools partner with us by providing space, telephones, and fax lines for our counselors.

3.2 SCOPE OF THE FINANCIAL AND COMPLIANCE AUDIT

The purpose of this RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of Florida, and in business for at least five years to perform **A FINANCIAL AND COMPLIANCE AUDIT OF CDS FOR** the fiscal year ending June 30, 2023. Minority operated businesses are encouraged to submit a Proposal.

CDS will be entering into a contract for these services for the period of one year. The contract may be renewed on a yearly basis for a period of up to two years after the initial contract (specifically: fiscal year ending June 30, 2024 and June 30, 2025 respectively), subject to satisfactory performance and the availability of funds, at the discretion of CDS.

The financial and compliance audit will be conducted in accordance with auditing standards generally accepted in the United States of America, including the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, and the provisions of the Single Audit Act, Office of Management and Budget (OMB) Circular A-133 (if applicable), Audits of States, Local Governments, and Non-Profit Organizations, and Florida Chapter 10.650 - Rules of the Auditor General.

The following financial statement and audit reports are required as part of this audit:

- a. Financial Statements.
- b. Supplementary Information.
- c. Schedule of Expenditures of State and Federal Awards.
- d. Schedule of State Earnings for Substance Abuse and Mental Health Services required by contract.
- e. Schedule of Program/Cost Actual Expenses and Revenues for Substance Abuse and Mental Health Services required by contract.
- f. Independent Auditor's Report on Internal Control over Financial Reporting and Compliance based on an audit of financial statements in Accordance Government Auditing Standards.
- g. Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with Uniform Guidance and Florida Chapter 10.650 - Rules of the Auditor General.
- h. Independent Auditor's Report on Compliance with Laws, Regulations, Contracts, and Grants based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- i. Management Letter.
- j. Organization's Response to Management Letter
- k. Tax form 990.
- l. Tax form 5500.
- m. Data Collection form for reporting on Audits of States, Local Governments and non-Profit Organizations.
- n. Report uploaded to the Federal Audit Clearinghouse and report submitted to the Florida Attorney General in accordance with Audits of States, Local Governments, and Non-Profit Organizations and Florida Chapter 10.650 - Rules of the Auditor General

3.3 PERFORMANCE

This section intentionally omitted.

3.4 DELIVERY SCHEDULE

The Proposer is to deliver two (2) copies of the draft audit to CDS. The draft audit report is due on or before **NOVEMBER 15, 2023**.

The Proposer shall deliver twenty (20) final audit reports to CDS's Audit Committee no later than **DECEMBER 15, 2023.**

Reports may be submitted earlier than the above schedule. However, if the Proposer fails to make delivery of the audit reports within the time schedule specified in this Request For Proposals, or if the Proposer delivers audit reports which do not conform to all of the provisions of this contract, CDS may, by written notice of default to the Proposer, terminate the whole or part of this contract. Under certain extenuating circumstances CDS may in its discretion extend this schedule upon written request of the Proposer with sufficient justification.

3.5 PAYMENT

Final payment will be made when CDS has determined that the total work effort has been satisfactorily completed in accord with the engagement letter.

3.6 AUDIT REVIEW

All audit reports prepared under this contract will be reviewed by CDS to ensure compliance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the provisions of the Single Audit Act, Office of Management and Budget (OMB) Circular A-133 (if applicable), Audits of States, Local Governments, and Non-Profit Organizations, and Florida Chapter 10.650 - Rules of the Auditor General.

3.7 EXIT CONFERENCE

An exit conference with CDS's Audit Committee and the Proposer's representatives may be held at the conclusion of the field work. Observations and recommendations must be summarized by the Proposer in writing and discussed. It should include internal control and program compliance observations and recommendations.

3.8 WORK PAPERS

Upon request, the Proposer will provide a copy of the work papers pertaining to any questioned costs determined in the audit. The work papers must be concise and provide the basis for the questioned costs as well as an analysis of the problems. The work papers will be available for examination by authorized representatives of the federal or state audit agency, the General Accounting Office, and CDS.

3.9 CONFIDENTIALITY

The Proposer agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to CDS, the Proposer agrees not to publish, reproduce, or otherwise divulge that information in whole or in part, in any manner or form, or request, authorize, or permit others to do so, taking those reasonable measures as are necessary to restrict access to the information, while in the Proposer's possession, to those employees on the Proposer's staff who must have the information on a "need-to-know" basis. The Proposer agrees to immediately notify, in writing, CDS's authorized

representative in the event the Proposer determines or has reason to suspect a breach of this requirement.

3.10 AICPA PROFESSIONAL STANDARDS **American Institute of Certified Public Accountants (AICPA)**

“Ethics Interpretation 501-3 – Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits states:

“Engagements for audits of government grants, governmental units or other recipients of government monies typically require that such audits be in compliance with government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards. If a member has accepted such an engagement and undertakes an obligation to follow specified government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, he is obligated to follow such requirements. Failure to do so is an act discreditable to the profession in violation of Rule 501, unless the member discloses in his report the fact that such requirements were not followed and the reasons therefore.”

3.11 PROPOSER’S TECHNICAL QUALIFICATIONS

The Proposer, in its Proposal, shall, as a minimum, include the following:

- a. Prior auditing experience.
- b. Prior experience auditing similar programs funded by the State of Florida.
- c. Prior experience auditing programs financed by the Federal Government.
- d. Prior experience auditing nonprofit organizations.
- e. Proposer’s organization, size, and structure.
- f. Most current Peer Review Report, including any attachments.
- g. Staff qualifications – to include:
 1. Audit team’s complete resumes to be provided with proposal.
 2. Overall supervision to be exercised.
 3. Prior experience of individual audit team members.
- h. Understanding of work to be performed.
- i. Estimated hours to perform required services.
- J. A TRUE, CORRECT, AND COMPLETE COPY OF PROPOSER’S CURRENT PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE DECLARATIONS PAGE.**

3.12 PRICE FOR WORK TO BE PERFORMED

The Proposer, in its proposal, shall include the price to perform the work for:

- a. Fiscal year ending June 30, 2023
- b. Fiscal year ending June 30, 2024
- c. Fiscal year ending June 30, 2025

3.13 INCLUDE SIGNED AND COMPLETED APPENDICES

The Proposer, in its proposal, shall include the following:

- a. Fatal Criteria Checklist (Appendix A).
- b. Request For Proposals Acknowledgement Form (Appendix B).
- c. Audit Requirements, Assurances and Certifications (Appendix C).
- d. Written response to Scope of Work (as described in this Section 3)

3.14 CONDITIONS

CDS ISSUES THIS RFP WITH THE EXPLICIT UNDERSTANDING THAT MINOR AND MAJOR CHANGES MAY BE MADE, UP TO AND INCLUDING THE OPTION TO RESCIND THIS RFP IN ITS ENTIRETY, IF THAT IS IN THE BEST INTEREST OF CDS.

THIS RFP DOES NOT COMMIT OR OBLIGATE CDS TO AWARD A CONTRACT, TO COMMIT ANY FUNDS IDENTIFIED IN THIS RFP DOCUMENT, TO PAY ANY COSTS INCURRED IN THE PREPARATION OR PRESENTATION OF A PROPOSAL TO THIS RFP, TO PAY FOR THE SUCCESSFUL CANDIDATE'S PREPARING AN ENGAGEMENT AGREEMENT, OR TO PAY FOR ANY COSTS INCURRED IN ADVANCE OF THE EXECUTION OF A CONTRACT.

The Proposer is solely responsible for assuring that anything sent to CDS arrives safely and on time. Any submission to CDS, including inquiries regarding the RFP, and/or proposals not received at either the specified place and/or by the specified time will be rejected and returned unopened to the Proposer by CDS.

SECTION 4: STAFFING LEVELS AND FUNCTIONS

The Proposer shall maintain sufficient, qualified staff to perform the scope of work as specified in their proposal in response to this RFP.

SECTION 5: FINANCIAL SPECIFICATIONS

5.1 FUNDING SOURCES

CDS is a sub-recipient of Federal Funds as well as State funds.

5.2 INVOICING AND PAYMENT OF INVOICES

Payment of invoices by CDS to the Proposer is based on satisfactory completion of agreed upon work. Interim partial payments may be authorized by an authorized CDS employee.

SECTION 6: TERMS AND CONDITIONS

The final terms and conditions will be negotiated with the highest scored Proposer and as approved by CDS's Board.

SECTION 7: THE PROPOSAL

7.1 GENERAL INSTRUCTIONS FOR SUBMISSION OF THE PROPOSAL

This section sets forth the manner in which the proposal is to be compiled. **THE PROPOSAL SHALL BE SUBMITTED IN A SEALED PACKAGE CONTAINING THE ORIGINAL AND EIGHT (8) HARD COPIES OF THE PROPOSAL** for the purpose of review by the Audit Committee as follows:

PACKAGE CONTENTS:

- a. Page 1 – Fatal Criteria Checklist (Appendix A)
**** FAILURE TO COMPLY WITH ALL FATAL CRITERIA WILL RENDER A PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR FURTHER EVALUATION.**
- b. Page 2 – Request For Proposals Acknowledgement Form (Appendix B)
- c. Signed and completed Audit Requirements, Assurances and Certifications (Appendix C)
- d. Written Response to Scope of Work (as described in Section 3)

All required Forms and Certifications must be signed by the designated official in BLUE ink as an indicator of "original signature".

Proposers shall not submit additional documents such as Annual Reports or Brochures.

*****PROPOSERS SHOULD NOTE THAT PARTIAL RESPONSES, AS DETERMINED BY THE COMMITTEE, MAY BE DEEMED AS NON-RESPONSIVE AND MAY DISQUALIFY THE PROPOSER FROM FURTHER CONSIDERATION.**

7.2 SUBMISSION OF PROPOSALS

ALL PROPOSALS SHALL BE SUBMITTED IN A SEALED PACKAGE AS DESCRIBED IN SECTION 7.1. THE PROPOSAL MUST BE RECEIVED IN CDS OFFICE NO LATER THAN 4:00 P.M., EASTERN STANDARD TIME ON MARCH 31, 2023 TO THE FOLLOWING ADDRESS:

Philip N. Kabler, J.D., Chief Executive Director
CDS Family & Behavioral Health Services, Inc.
3615 SW 13th Street, Suite 7
Gainesville, FL 32608

THE PROPOSER IS SOLELY RESPONSIBLE FOR ASSURING THE PROPOSAL SUBMITTED TO CDS ARRIVES SAFELY AND ON TIME. ANY SUBMISSION TO CDS, NOT RECEIVED AT EITHER THE SPECIFIED PLACE AND/OR BY THE SPECIFIED DATE AND TIME WILL BE REJECTED AND

RETURNED UNOPENED TO THE PROPOSER BY CDS. FACSIMILES OR ELECTRONIC TRANSMISSIONS WILL NOT BE ACCEPTED.

7.3 COST OF PREPARATION OF PROPOSAL

CDS is not and shall not be liable for any costs incurred by a Proposer in responding to this Request For Proposals.

SECTION 8: PROPOSAL REVIEW PROCESS

8.1 OVERVIEW OF THE PROPOSAL REVIEW PROCESS

The Audit Committee (Committee), whose members collectively have experience and knowledge in the procurement process, has been convened by the full CDS Board of Directors to review and score each Proposal submitted in response to the RFP. As outlined within this section, the Committee will follow a Proposal review process to score Proposals, and all proposals that are scored will be presented to the full CDS Board along with the recommendation that the Board approve the start of negotiations with the highest scoring proposal. If terms and conditions cannot be successfully negotiated within a timeframe set by CDS, then the second highest scored proposal will be contacted and the negotiations will begin with that entity. The Proposal review process will be conducted as follows and in the order listed below.

Step	Process	Scoring
1. Determination of Meeting RFP fatal Criteria	Prior to Proposals being forwarded to the Committee, CDS staff will conduct a review of submitted Proposals to determine that fatal criteria as outlined in the RFP have been met.	Points are not awarded for this section. Proposals which do not meet all fatal criteria are disqualified, and no further review is conducted. The Proposer that did not meet the fatal criteria will be notified and the Proposal will not be returned to the Proposer.
2. Review of Scope Response of Proposals	Members of the Committee will independently review and score the response of each Proposal meeting all mandatory fatal criteria requirements as outlined in Section 7.1	Points are awarded for this section.
3. Total Score	The highest scoring Proposal is recommended to the full CDS Board for award.	Proposals are ranked by score.

8.2 TOTAL PROPOSAL SCORE

The highest scoring Proposal is recommended to the full CDS Board for Award.

8.3 FINAL DETERMINATION

After completion of the Proposal review and scoring process, the Committee will present all proposals which were scored to the Board and recommend approval to begin negotiations with the highest scored proposal. The Committee shall also ask the Board for approval to begin negotiations with the next highest scored proposal if terms and conditions cannot be successfully negotiated within a timeframe as set by CDS. The Notice of Intent to Award will be posted on the date specified in the Procurement Schedule in Section 2.1 of this RFP.

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APPENDICES

Appendix A (print all responses)

FATAL CRITERIA CHECKLIST

PROPOSER'S NAME: _____

TITLE OF PROPOSAL: _____

CONTACT PERSON AND TITLE: _____

ADDRESS: _____

TELEPHONE _____ **FAX:** _____

EMAIL: _____

AUTHORIZED SIGNATURE

DATE

FATAL CRITERIA CHECKLIST

1. Was the Proposal received by the time and date specified in the RFP? Date: _____ Time: _____	YES	NO
2. Original and eight (8) copies of the Proposal? Original: _____ Number of Copies: _____	YES	NO
3. Page 1 - Fatal Criteria Checklist (Appendix A)	YES	NO
4. Page 2 - Original signed and dated Request for Proposals Acknowledge Form? (Appendix B)	YES	NO
5. Audit Requirements, assurances and Certifications (appendix C)	YES	NO
DID PROPOSAL MEET ALL FATAL CRITERIA?	YES	NO
CDS staff performing initial review of submitted Proposals and Completing the Fatal Criteria Checklist: (1) _____ (2) _____		

****Prior to Proposals being forwarded to the Committee, CDS staff will conduct a review of submitted Proposals to determine that Fatal Criteria as outlined in the RFP have been met.**

Appendix B (print all responses)

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

PROPOSER'S NAME: _____

TITLE OF PROPOSAL: _____

CONTACT PERSON AND TITLE: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

Number of Pages in the Proposal: _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Request For Proposals, including but not limited to, assurance and certification requirements.

The Proposer offers and agrees that if this Proposal is awarded, the Proposer will convey, sell, assign, or transfer to CDS Family & Behavioral Health Services, Inc. all rights, title, and interest in and to all causes of action it may now or later acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by CDS Family & Behavioral Health Services, Inc. At CDS's discretion, that assignment shall be made and become effective at the time CDS tenders final payment to the Proposer.

THE PROPOSER SPECIFICALLY UNDERSTANDS AND AGREES THAT THE RFP IN ITS ENTIRETY, TOGETHER WITH ITS TERMS, CONDITIONS, AND APPENDICES, AND THE PROPOSER'S RESPONSE, SHALL BE SPECIFICALLY INCORPORATED AS A MATERIAL ELEMENT OF THE CONTRACT.

AUTHORIZED SIGNATURE

DATE

AUTHORIZED SIGNER AND TITLE (PRINT)

Appendix C

AUDIT REQUIREMENTS, ASSURANCES, AND CERTIFICATIONS

AUDIT REQUIREMENTS

The administration of resources awarded by CDS to the Proposer may be subject to audits and/or monitoring by CDS as described in this Appendix.

The Proposer is subject to the requirements of OMB Circular A-133 which states that audits must be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the Proposer.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), CDS may conduct or arrange for monitoring of activities of the Proposer. Such monitoring activities may include on-site visits by CDS staff or contracted consultants. By entering into the Contract, the Proposer agrees to comply and cooperate with any and all monitoring procedures/processes deemed appropriate by CDS. The Proposer further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

RELATED PARTY DISCLOSURES

The Proposer shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850, Related Party Disclosures. Generally accepted auditing standards (GAAS) require that financial statement auditors evaluate whether the related party transaction(s) are adequately disclosed in the financial statements. The Proposer will ensure that all possible related party transactions are disclosed to the financial auditor(s). In addition, the Proposer will ensure compliance with the applicable requirements of Chapter 112, Florida Statutes, as further required by applicable Florida and other law.

AUDITOR WORKPAPERS ON INTERNAL CONTROLS

The Proposer shall also obtain the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The Proposer will keep these work papers onsite as part of their financial records and will provide a copy to CDS as part of the Proposer reporting package.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Proposer is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Proposer expends \$750,000 or more in Federal awards in its fiscal year, the Proposer must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. An audit of the Proposer conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Proposer shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule or prior audit findings, and a corrective action plan.

3. Such audits shall cover the entire Proposer organization for the organization's fiscal year. Compliance findings related to Contracts with CDS shall be based on the Contract 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 CDS shall be fully disclosed in the audit report with reference to the CDS contract involved. Additionally, the results from CDS's annual financial monitoring reports must be included in the audit procedures and the OMB Circular A-133 audit reports.

4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with CDS in effect during the audit period.

5. If the Proposer expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Proposer 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 OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Proposer resources obtained from other than Federal entities).

6. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit Proposers, in the case of Federal funding provided by the United States Department of Health and Human Services, OMB Circular A-133 does apply to commercial for-profit material service organizations, administrative entities, central agencies, and other similar organizations. See 45 CFR, Part 74.26 for further details.

7. A web site which provides links to several Federal Single Audit Act resources can be found at: <https://us.aicpa.org/interestareas/governmentauditquality/resources/singleaudit>.

PART II: STATE FUNDED

The provisions of this part are applicable if the Proposer is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the Proposer expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Proposer must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, and applicable rules of the Department of Financial Services and Chapter 10.550 (Local Governmental Entity Audits) or Chapter 10.650 (Florida Single Audit Act Audits Nonprofit and For-Profit Organizations), Rules of the Auditor General.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Proposer 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, Florida Statutes, and applicable rules of the Department of Financial Services and Chapter 10.550 (Local Governmental Entity Audits) or Chapter 10.650 (Florida Single Audit Act Audits Nonprofit and For-Profit Organizations), Rules of the Auditor General.

3. If the Proposer expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Proposer 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the Proposer's resources obtained from other than state entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted with OMB Circular A-133, as revised, and as required by **PARTS I and II** of the RFP and by the Contract shall be submitted by or on behalf of the Proposer directly to each of the addresses indicated below. Copies of reporting packages will include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, shall be submitted to the Federal Audit Clearinghouse). Additional information regarding the Federal Audit Clearinghouse can be found at: <https://facweb.census.gov/uploadpdf.aspx>

B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by **PART II** of the RFP and by the Contract, including any management letters issued by the auditor and the internal control work papers from the auditor performing the annual independent financial statement audit, shall be submitted by or on behalf of the Proposer directly to the following:

To the Auditor General's Office at each of the following addresses:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

3. Any report, management letter, or other information required to be submitted to CDS pursuant to the Contract shall be submitted in a timely fashion in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

The Proposer and subcontractors, when submitting financial reporting packages to CDS for audits performed in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.550 (Local Governmental Entity Audits) or Chapter 10.650 (Florida Single Audit Act Audits Nonprofit and For-Profit Organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Proposer/subcontractor in correspondence accompanying the reporting package.

Financial reporting packages shall include: (a) the annual A-133 financial statement audit and all related disclosures; (b) all applicable reports related to the A-133 audit; (c) the management letter provided by the auditor (if any); and (d) any written corrective action plan response required from CDS.

ASSURANCES AND CERTIFICATIONS

CDS will not award a contract where the Proposer has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this Appendix and the RFP. In performing its responsibilities under the Contract, the Proposer hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF-424B)
- B. Certification Regarding Debarment and Suspension (29 CFR Parts 95 and 98 and 45 CFR Part 74)
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- D. Certification Regarding Lobbying (29 CFR Parts 45, 93, and 98 and 45 CFR)
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (Section 507, P.L. 103.33)
- G. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104)
- H. Certification Regarding Environmental Tobacco Smoke - The Pro Children Act of 2001
- I. Certification Regarding Sub-recipient Monitoring
- J. Certification Regarding Immigration Status (Section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC 1611))
- K. Certification Regarding Standards of Conduct (45 CFR 92.36(b)(3))
- L. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)
- M. "The Transparency Act" (as defined in 2 CFR Part 170)

- N. Certification of Filing and Payment of Federal Taxes – Applicable if Contract Exceeds Five Million Dollars
- O. Equal Employment Opportunity (E.E.O.) Assurance (29 CFR Part 37 and Part 98 and 45 CFR Part 80)
- P. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (133 U.S.C. 1251 et seq.), as amended
- Q. Energy Efficiency
- R. Scrutinized Companies Lists
- S. Assurance of Compliance for United States Health and Human Services (USHHS) Financially Assisted Programs (45 CFR 80.4)
- T. HIPAA Compliance

BY SIGNING, THE PROPOSER IS PROVIDING THE ABOVE ASSURANCES AND CERTIFICATIONS AS DETAILED BELOW:

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS (SF-424B).

NOTE: Certain of these Assurances may not be applicable to the Proposer’s project or program. If you have questions, please contact CDS.

As the duly authorized representative of the Proposer, I certify that the Proposer:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Contract.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work with the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply with, or has already complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and EO 11593 (Protection and Enhancement of the Cultural Environment).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal and Florida (and other applicable state) laws, executive orders, regulations and policies governing this program.

19. WILL AT ALL TIMES PERTINENT TO THE PROPOSAL AND ANY AGREEMENT NEGOTIATED WITH RESPECT TO IT PROCURE AND MAINTAIN PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE, INCLUDING RENEWALS, BY CARRIERS, IN COVERAGE TYPES AND AMOUNTS, AND WITH TERMINATION NOTICES, ACCEPTABLE TO CDS, AND NAMING CDS AS AN INSURED PARTY.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Proposer, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. (The Federal excluded parties list is currently located at <https://sam.gov/content/exclusions> and also available passing through the Florida Department of Management Services website at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list);

2. Have not, within a three-year period preceding this proposal, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B.2 of this certification; and/or

4. Have not, within a three-year period preceding the Proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to the application.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, as a duly authorized representative of the Proposer, 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 Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in 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 modifications 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 employee of any agency, a Member of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Proposer shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;

3. The Proposer shall require that 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; and

4. 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 Section 1352, Title 31 U.S.C. 1352. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, Subpart B and Subpart F., the Proposer, through the duly appointed undersigned representative, attests and certifies that the Proposer will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract(s)/Grant(s) be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract(s)/Grant(s), the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every CDS officer on whose CDS activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract(s)/Grant(s).
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The following are the sites for the performance of work done in connection with the specific Contract(s)/Grant(s), including street address, city, county, state, and zip code:

3615 SW 13th Street
Gainesville, Florida, 32608

The Proposer understands and agrees that it is required to inform CDS immediately upon any change of circumstances regarding this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The Proposer hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Proposer, has been convicted of a Public Entity Crime as defined in Section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to Section 287.134, Florida Statutes, all of which are located at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list.

The Proposer understands and agrees that it is required to inform CDS immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall comply with Section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED (P.L. 106-386)

This Contract/Grant is subject to the requirements of the Trafficking Victims protection Act of 2000, as amended (P.L. 106-386). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein: <https://www.acf.hhs.gov/grants/award-term-and-condition-trafficking-persons>.

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Proposer shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000. In each CDS contract (i.e., grant or cooperative agreement) under which funding is provided to a private entity, Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires CDS to include a condition that authorizes CDS to terminate the Contract, without penalty, if the Contractor or a subcontractor: (a) engages in severe forms of trafficking in persons during the period of time that the Contract is in effect; (b) procures a commercial sex act during the period of time that the Contract is in effect; or (c) uses forced labor in the performance of the Contract or subcontracts under the Contract.

H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care,

day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

I. CERTIFICATION REGARDING SUBRECIPIENT MONITORING

The Proposer certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subcontractors.

J. CERTIFICATION REGARDING IMMIGRATION STATUS

The Proposer certifies that it agrees to comply with the provisions of Section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC 1611), ensuring that only individuals eligible for Child Care and Development Funds services receive them.

K. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The Proposer certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and 45 CFR 92.36(b)(3) regarding standards of conduct by establishing safeguards to prohibit employees from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

L. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

In accordance with P.L. 111-117, the Proposer certifies that no federal funds made available under this Contract may be distributed to the Association of Community Organization For Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571 (111th Congress), the Defund ACORN Act.

M. “THE TRANSPARENCY ACT” (as defined in 2 CFR Part 170)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

This program award is required to adhere to the Sub-award and Executive Compensation reporting requirements of the “Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$30,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: <https://www.fsrc.gov/>.

N. CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (P.L. 110-161, Division G, Title V, Section 523), if as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, the Proposer does hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification; **AND**
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S.C. Title 26); **AND**
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

O. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O)

The Proposer agrees that it will comply with EO 11246 (September 24, 1965), "Equal Employment Opportunity" (30 FR 121319, 3 CFR 1964-1965 Comp. p. 339), as amended by EO 11375 (October 13, 1967), "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by Department of Labor regulations (41 CFR 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

P. CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED

If this Contract is in an amount in excess of \$100,000, the Proposer shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR 92.36 (i)(12).

Q. ENERGY EFFICIENCY

The Proposer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163) See 45 CFR 92.36(i)(13).

R. SCRUTINIZED COMPANIES LIST

If this Contract is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then CDS may terminate this Contract at its sole option if the Proposer is found to have been submitted a false certification as provided under Section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Florida Statutes

If this Contract is in the amount of one million dollars or more, in accordance with the requirements of Section 287.135, F.S., Florida Statutes, the Proposer, by signing this Contract, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

S. ASSURANCE OF COMPLIANCE FOR UNITED STATES HEALTH AND HUMAN SERVICES FINANCIALLY ASSISTED PROGRAMS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.

The Applicant/Recipient/Contactor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services (hereinafter "DHHS").

THE APPLICANT/RECIPIENT/CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, and in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the DHHS.

3. Title IX of the Educational Amendments of 1972 (P.L. 92-318) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR 86), to the end that, and in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from DHHS.

4. The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant/Recipient/Contractor receives Federal financial assistance from DHHS.

The Applicant/Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant/Recipient/Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant/Recipient/Contractor by DHHS this assurance shall obligate the Applicant/Recipient/Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure issued for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant/Recipient/Contractor for the period which it retains ownership or possession of the property. The Applicant/Recipient/Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

T. HIPPA COMPLIANCE

THE PROPOSER AGREES TO:

OBLIGATIONS AND ACTIVITIES:

1. Not use or disclose protected health information other than as permitted or required by the Contract or as required by law.
2. Use appropriate administrative safeguards as set forth by 45 CFR 164.308, physical safeguards as set forth by 45 CFR 164.310, and technical safeguards as set forth by 45 CFR 164.312; including policies and procedures regarding the protection of PHI (Protected Health Information) and/or ePHI (Electronic Protected Health Information) set forth at 45 CFR 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department of Health and Human Services.
3. Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Proposer in the same manner that such requirements apply to CDS, and (b) the Proposer and their subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and Sections 45 CFR 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedure requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements.
4. Report to CDS any use or disclosure of protected health information not provided for by this certification of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
5. Notify DHHS' Security Officer, Privacy Officer, and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data.

6. Notify the Privacy Officer and Contract Manager within 24 hours of notification by the U.S. Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
7. Provide any additional information requested by DHHS for purposes of investigating and responding to a breach.
8. Provide at its own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in Section 817.5681, Florida Statutes.
9. Implement at its own cost measures deemed appropriate by DHHS to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.
10. Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by DHHS.
11. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Proposer agree to the same restrictions, conditions, and requirements that apply to CDS with such information. The Proposer must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meet the applicable requirements of CFR 164.504(e)(2) that the business associate or subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Proposer shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d).
12. Make available protected health information in a designated record set to CDS as necessary to satisfy CDS's obligations under 45 CFR 164.524.
13. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by CDS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy CDS's obligations under 45 CFR 164.526.
14. Maintain and make available the information required to provide an accounting of disclosures to CDS as necessary to satisfy CDS's obligations under 45 CFR 164.528.
15. To the extent the Proposer is to carry out one or more of CDS's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to CDS in the performance of such obligations.
16. Make its internal practices, books, and records available to the Secretary of DHHS for purposes of determining compliance with HIPAA Rules.

PERMITTED USES AND DISCLOSURES:

The Proposer may only use or disclose protected health information as listed below:

1. The Proposer may use and disclose DHHS' PHI and/or ePHI received or created by CDS and/or Proposer (or its agents and subcontractors) in performing its obligations pursuant to the Contract.
2. The Proposer may use the Department's PHI and/or ePHI received or created by CDS and/or Proposer (or its agents and subcontractors) for archival purposes.
3. The Proposer may use PHI and/or ePHI created or received in its capacity as a subcontractor for the proper management and administration of the Proposer and CDS, if such use is necessary (a) for the proper management and administration of the Proposer and CDS or (b) to carry out the legal responsibilities of the Proposer or CDS.
4. The Proposer may disclose PHI and/or ePHI created or received in its capacity as Subcontractor of CDS for the proper management and administration of the Proposer or CDS if (a) the disclosure is required by law or (b) the Proposer (i) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for purposes for which it was disclosed to the person and (ii) the person agrees to notify the Proposer and CDS of an instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
5. The Proposer may aggregate the PHI and/or ePHI created or received pursuant this certification with the PHI and/or ePHI of other covered entities that Proposer has in its possession through its capacity as a subcontractor of CDS for the purpose of providing the Department of Children and Families with data analyses relating to the healthcare operations of DHHS (as defined in 45 CFR 164.501).
6. The Proposer may de-identify any and all PHI and/or ePHI received or created pursuant to this Certification, provided that the de-identification process conforms to the requirements of 45 CFR 164.514(b).
7. Follow guidance in the HIPAA Rule regarding marketing, fundraising, and research located at 45 CFR 164.501, 45 CFR 164.508, and 45 CFR 164.514.

PROVISIONS FOR CDS TO INFORM PROPOSER OF PRIVACY PRACTICES AND RESTRICTIONS:

1. CDS shall notify the Proposer of any limitation(s) in the notice of privacy practices of CDS under 45 CFR 164.520, to the extent that such limitation may affect the Proposer's use or disclosure of protected health information.
2. CDS shall notify the Proposer of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Proposer's use or disclosure of protected health information.
3. CDS shall notify the Proposer of any restriction on the use or disclosure of protected health information that CDS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect the Proposer's use or disclosure of protected health information.

TERMINATION:

Upon CDS's knowledge of a material breach by the Proposer, CDS shall either:

1. Provide an opportunity for the Proposer to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI and ePHI if the Proposer does not cure the breach or end the violation within the time specified by CDS;
2. Immediately terminate the Agreement or discontinue access to PHI and ePHI if the Proposer has breached a material term of this Certification and does not end the violation; or
3. If neither termination nor cure is feasible, CDS shall report the violation to the DHHS.

OBLIGATIONS OF PROPOSER UPON TERMINATION:

Upon termination of the agreement/contract for any reason, the Proposer, with respect to PHI and ePHI received from CDS, or created, maintained, or received by the Proposer on behalf of CDS, shall:

1. Retain only that PHI and ePHI which is necessary for the Proposer to continue its proper management and administration or to carry out its legal responsibilities.
2. Return to CDS, or other entity as specified by CDS, or if permission is granted by CDS, destroy the remaining PHI and ePHI that the Proposer still maintains in any form.
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Proposer retains the PHI.
4. Not use or disclose the PHI retained by the Proposer other than for purposes for which such PHI was retained and subject to the same conditions set out under paragraphs 3 and 4 of Permitted Uses and Disclosures above, which applied prior to termination.
5. Return to CDS, or other entity as specified by DHHS, or if permission is granted by DHHS, destroy the PHI and ePHI retained by the Proposer when it is no longer needed by the Proposer for its proper management and administration or to carry out its legal responsibilities.
6. The obligations of the Proposer under this section shall survive the termination of the Contract.

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SIGNATURE PAGE

By signing below, the Proposer, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable audit requirements, assurances, and certifications as outlined in this Appendix C.

THE PROPOSER SPECIFICALLY UNDERSTANDS AND AGREES THAT THIS REQUEST FOR PROPOSALS IN ITS ENTIRETY, TOGETHER WITH ITS TERMS, CONDITIONS, AND APPENDICES, AND THE PROPOSER'S RESPONSE, SHALL BE SPECIFICALLY INCORPORATED AS A MATERIAL ELEMENT OF THE CONTRACT.

Authorized Signature

Date

Authorized Signor and Title (Print)

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Appendix D

REVIEWER'S SCORING DOCUMENT

SCOPE OF WORK RESPONSE:

PROPOSER'S NAME: _____

SCORED BY: _____

1. Price for work to be performed:

- a. Fiscal year ending June 30, 2023 _____
- b. Fiscal year ending June 30, 2024 _____
- c. Fiscal year ending June 30, 2025 _____

Comments:

POINTS AWARDED (Maximum 500) _____/500

2. Proposer Qualifications:

- a. Prior auditing experience
- b. Prior experience auditing non-profit organizations.
- c. Prior experience auditing similar programs funded by the State of Florida,
- d. Prior experience auditing similar programs funded by the Federal Government.
- e. Size and Structure of organization.
- f. Location(s) of organization.
- g. Number of years the organization has been in business.
- h. Peer review.
- i. Staff Qualifications:
 - Audit team makeup
 - Overall supervision to be exercised
 - Prior experience of individual audit team members
- j. Understanding of work to be performed.
- k. Estimated hours to perform required services.
- l. The organization qualifies as a minority or veteran business.

Comments:

POINTS AWARDED (Maximum 500) _____/500

Scope Components

Points

Component 1 – Price for work to be performed

_____/500

Component 2 – Proposer Qualifications

_____/500

TOTAL POINTS:

_____/1000

I have independently reviewed and scored this proposal

Scorer's Signature

Date

Name (Print)

Title (Print)