AHCA RFA 035-25/26
Value-Based Purchasing (Initiative 11)
Addendum No. 3

Note: RFA language modified through this addendum are marked to show additions as **underlined** and deletions as ~~strikethrough~~.

Item 1

Attached hereto are answers to written questions received by the Agency for **RFA 035-25/26**, Value-Based Purchasing (Initiative 11).

Item 2

Attached hereto are answers to general, written questions received by the Agency for the Rural Health Transformation Program (RHTP) deemed by the Agency to pertain to all RFAs released for this Program.

Item 3

Attachment I, RHTP Standard Terms and Administrative Requirements, **Section 7**, Standard Application Requirements, **Subsection J.3**, Large Purchase and Capital Expense Caps, **the third bullet**, Mobile Health Unit Leases, is hereby modified as follows:

- **Mobile Health Unit Leases:** Vehicle purchase is prohibited under all RHTP initiatives, with the exception of Initiative 2, Mobile Health, for which vehicles may only be purchased through advance, written approval by the Agency and CMS. Mobile health units must be purchased, leased or operated under contract. Mobile unit lease terms funded with RHTP dollars may not exceed 36 months in total duration. The maximum monthly lease cost per unit is $12,000. New mobile unit leases may not be initiated in Years 3, 4, or 5. Continuation of an existing Year 1 or Year 2 lease into Maintenance Years is allowable only if the lease term was disclosed and approved in the original application budget and does not exceed the 36-month cap. Applicants must include a post grant mobile unit transition plan in their Sustainability Plan (Section H).

Item 4

Attachment I, Rural Health Transformation Program Standard Terms and Administrative Requirements, **Section 10**, Subrecipient Monitoring and Compliance, **Subsection 10.7**, Financial Consequences for Late or Incomplete Submissions, is hereby added as follows:

10.7 Financial Consequences for Late or Incomplete Submissions

The Agency shall apply financial consequences pursuant to Section 215.971, F.S., for the late submission of any invoices or supporting documentation for Milestone or Quarterly payments. Late invoices will be reduced by 1% of the invoice amount for each business day past the deadline established in **Section 12.2**, up to a maximum of 10 business days.

Additionally, the Agency shall apply financial consequences pursuant to Section 215.971, F.S., for failure to achieve at least 85% of the milestones identified for the period in the final implementation plan. Quarterly payments will be reduced by 1% of the invoice amount for each missed milestone.

If an awardee's milestone or quarterly invoice documentation contains errors, omissions, or other technical deficiencies, the Agency will return the invoice for correction and resubmission.

Item 5

Attachment I, Rural Health Transformation Program Standard Terms and Administrative Requirements, **Section 10**, Subrecipient Monitoring and Compliance, **Sub-section 10.8**, Required Participation in Convenings and Meetings, is hereby added as follows:

10.8 Required Participation in Convenings and Meetings

The Agency recommends at least one and no more than three attendees per awarded organization for each convening. Budgets must include travel for a minimum of four convenings, one annual subawardee meeting, and three regional collaboratives.

The Year 1 annual subawardee meeting time, date and location will be announced by the Agency prior to the event. Subrecipients will receive formal notification and additional details, post-award.

Item 6

Attachment II, Required Applicant Response Documents, **Section K**, Budget Narrative**,** is hereby deleted in its entirety and replaced with **Section K-V2**, Budget Narrative. All references in the RFA to **Section K**, Budget Narrative, shall hereafter refer to **Section K-V2**, Budget Narrative.

Only **Section K-V2**, Budget Narrative, should be submitted with the application. Submission of any other version may deem the Applicant nonresponsive.

Item 7

Attachment IV, Agency Standard Grant Agreement, is hereby deleted in its entirety and replaced with **Attachment IV-V2,** Agency Standard Grant Agreement. All references in the RFA to **Attachment IV,** Agency Standard Grant Agreement, shall hereafter refer to **Attachment IV-V2,** Agency Standard Grant Agreement.

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AHCA RFA 035-25/26
Addendum No. 3
Item 1 - Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
1	Gray Robinson, P.A.	Section 1.1 – Purpose and Program Overview; Section 4.2 – Evaluation Criteria	Does AHCA require or endorse specific attribution methodologies for performance evaluation under this initiative, and must attribution approaches be consistent across awardees?	The RFA does not require or endorse a specific attribution methodology. Awardees must use a payer-assigned attribution methodology consistent with the terms of their executed VBP contract. Self-attribution models are not permitted. See RFA Section 2.2.
2	Gray Robinson, P.A.	Section 3 – Program Requirements; Attachment I, Section 8 – Standard Reporting Requirements	How will AHCA evaluate the use of ENS data as part of care coordination and value based performance assessment?	Within 90 days of award, the vendor must have a signed agreement for ADT notifications and for sharing Continuity of Care Documents with Florida health care providers. The intent is not just for the event notification system, but for connectivity to share CCDs across multiple exchanges. Evaluation of the event notification system data will be established post-award.
3	Gray Robinson, P.A.	Attachment I, Section 12.4 – Continuation Funding	Which VBP performance indicators are explicitly tied to non competing continuation approval for subsequent budget periods?	The official continuation approval process will be communicated to awardees post-award. Continuation funding is contingent on timely and successful adherence to the approved implementation plan. At minimum, awardees must demonstrate: active HIE/ event notification system enrollment (90-day milestone), progress toward VBP contract execution with a Medicaid MCO (required within 24 months of award), and timely submission of all required monthly, quarterly, and annual performance reports. Failure to execute at least one VBP contract within 24 months may constitute non-compliance and trigger corrective action per RFA Section 5.2.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
1	WestCare Foundation, Inc.		Hello! How soon will you publish the link/information to access the virtual workshop?	The Technical Assistance Webinar Series was cancelled. Please see Addendum No. 1.
2	Central Florida Health Care		Can you please tell me when the first technical assistance webinar is taking place and how to access it? Thank you	The Technical Assistance Webinar Series was cancelled. Please see Addendum No. 1.
3	Central Florida Health Care	Section 3. Super Regions	The Super Regions as described in Section 3 of the RHTP Standard Terms and Administrative Requirements (see Attachment 1, page 8) do not include the following counties: Polk, Pasco, Hillsborough, Osceola, Orange, Seminole, or Brevard. These counties are included in the Southwest Region on the Rural Health Transformation Program Regional Map on the ACHA RTHP website. Please clarify.	See the updated Super Region Table in Addendum No. 2.
4	Central Florida Health Care	Section 3. Super Regions	The Super Regions as described in Section 3 of the RHTP Standard Terms and Administrative Requirements (see Attachment 1, page 8) indicate that Okeechobee County is part of the Southwest Region. Okeechobee County was included in the Southeast Region on the Rural Health Transformation Program Regional Map on the ACHA RHTP website. Which designation is correct? a. It is my understanding that the funding allocated to each region was based on a formula that included the number of rural residents, as well as other factors. If Okeechobee County is now part of the Southwest Region, will you be adjusting the amount of funding allocated in RHTP to the Southwest and Southeast regions to reflect the change in the number of rural residents?	The Agency has corrected the regional description and funding reallocation is not needed. See response to Question #3.
5	University of Florida		Can we use our federally negotiated indirect cost rate, or are indirect costs capped at 3 % of total direct costs? The RFA states this is 100 % federal funding and that allowable indirect administrative costs may not exceed 3 % of the applicant's total operational cost. It also asks us to identify the indirect cost rate, the base, and the source—NICRA or 10 % de minimis per 2 CFR 200.414(F)—and to justify any administrative costs claimed as direct costs.	The Applicant's indirect costs are capped at 3% of total direct costs. This addendum corrects Attachment II – Required Applicant Response Documents, Section K Form - Budget Narrative. See Addendum No. 3.
6	University of Florida	Section M—Protective Clauses Certification, Article C	On Section M—Protective Clauses Certification, Article C: As a Florida state entity, and under Florida Statute 768.28, we cannot agree to indemnification. We will have to take exceptions to Article C, indemnification language. Can we mark our exception on the form?.	The Agency acknowledges that Florida governmental entities are prohibited from agreeing to indemnification provisions such as those included in the Grant Agreement. This can be addressed when finalizing the Award agreement if the applicant is selected for an award. The Applicant should make note of this in its application.
7	University of Florida		In addition, if we need to take exceptions to A. Exculpatory Protection and H. Subcontractor Solvency, can we mark those exceptions on the form?	Please see the response to Queston #6.
8	University of Florida	Attachment I Attachment IV	The RFP's have incorporated Attachment 1, RHTP Standard Terms and Administrative Requirements and Attachment IV, Agency Standard Grant Agreement. If we need to take exceptions to the language, do we include an exception letter with the proposal, or will the terms be negotiated at time of award?	Please see the response to Queston #6.
9	University of Florida		Are both the lead applicant and subrecipient required to sign Section L – Required Certifications?	For the purposes of application submission, only the lead applicant is required to sign Section L. Nonetheless, lead applicants are reminded of the information below from page 5 of this RFA and are strongly encouraged to maintain their own documentation reflecting compliance of its intended subcontractors, subgrantees or other subrecipients of RHTP funds. Partnerships Carry Compliance Obligations Partner organizations that receive subaward funds are designated as subrecipients under 2 CFR 200.93 and are subject to all applicable subrecipient monitoring, reporting, audit, and compliance requirements. The lead applicant, as the primary subrecipient, remains legally and financially responsible to the Agency for all activities and funds regardless of what is delegated to partners. Failure of a partner to perform or comply does not relieve the lead applicant of its obligations under the subaward agreement.

Rural Health Transformation Program (RHTP)
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Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
10			It states: 5.2 Non-Compete Prohibition RHTP funds may not be used to fund any personnel position at organizations that maintain non-compete agreements binding to any clinician or provider employed or contracted in a role funded by this award. This prohibition applies to any position for which any portion of compensation is paid with RHTP funds. If we have personnel devoting effort to the project but not receiving funds, does the non-compete prohibition still apply? The statement says “funded” by this award.	As noted in RFA Section 5.2 "This prohibition applies to any position for which any portion of compensation is paid with RHTP funds."
11	Blue Bird Health Partners		We wanted to verify the meaning of a few dates. For the bids, is the date 6/10/26 the deadline for submitting the full bid to Florida AHCA for each bundle? Is the date of 7/31/26 listed as the End Date/Time on the Advertisement site just a date for closing out the entire process including grant review and selection? https://vendor.myfloridamarketplace.com/search/bids/detail/15712	The Timeline provided in Addendum No. 1 is the current and only RFA Timeline.
12	North Walton Doctors Hospital	•Attachment I, RHTP Standard Terms and Administrative Requirements, Section 5.1 (Baseline Organizational Eligibility), bullet regarding "continuous operation for a minimum of five (5) years as of the application deadline" •Attachment II, Required Applicant Response Documents, Section C Form, item C.A4 ("5+ years of continuous operation as of the application deadline")	Does the Agency interpret C.A4 to require that the current legal operating entity itself has been operating continuously, or is the requirement satisfied if the licensed healthcare facility has operated historically, including under prior ownership, with documented facility-level healthcare licensure activity at 4413 US Highway 331 S?	Applicants must document their baseline organizational eligibility as detailed in RFA Section 5.1. If an applicant's current legal identity does not meet the five year minimum, an applicant may provide a supplemental justification detailing the circumstances, (e.g., a history of merger, ownership transfer, reincorporation, or similar situations) and detailing how the applicant's organization history demonstrates it's capacity to implement, administer, monitor and comply with all requirements adhering to publicly-funded state or federal programs.
13	North Walton Doctors Hospital	•Attachment I, RHTP Standard Terms and Administrative Requirements, Section 5.1 (Baseline Organizational Eligibility), bullet regarding "continuous operation for a minimum of five (5) years as of the application deadline" •Attachment II, Required Applicant Response Documents, Section C Form, item C.A4 ("5+ years of continuous operation as of the application deadline")	If the latter, would the Agency consider the following documentation acceptable under the "any other verifiable document demonstrating five years of continuous operation" option in C.A4: (a) AHCA Chapter 395 hospital licensure history at 4413 US Highway 331 S under predecessor ownership; (b) historically active AHCA healthcare licenses at the site, including clinical laboratory licensure; (c) CMS Medicare provider enrollment and certification history prior to transition; (d) chain-of-title documentation evidencing the ownership succession and continuous site dedication to acute care delivery; (e) federal rural development investment documentation, including the $8.0M USDA B&I loan, the $2.0M USDA REDL (referenced in USDA's 2026 Budget Explanatory Notes), the $3.4M NMTC allocation, and the Walton County loan guarantee, all of which reflect coordinated federal and local commitment to the facility's continuous service to the rural community; and (f) documentation of the current operational period under the successor entity, from September 9, 2024 through the application deadline?	The Agency cannot pre-authorize specific forms of alternative documentation. The Agency will review all alternative documentation provided on a case-by-case basis. Please see the response to Question #12.
14	North Walton Doctors Hospital	•Attachment I, RHTP Standard Terms and Administrative Requirements, Section 5.1 (Baseline Organizational Eligibility), bullet regarding "continuous operation for a minimum of five (5) years as of the application deadline" •Attachment II, Required Applicant Response Documents, Section C Form, item C.A4 ("5+ years of continuous operation as of the application deadline")	Given that the C.A4 requirement is not imposed by the federal NOFO or cooperative agreement, does the Agency intend to interpret it in a manner that excludes rural hospitals which (a) have been identified as rural development priorities by USDA and cited in the Department's 2026 Congressional Budget Justification materials, (b) have been restored from closure through coordinated federal rural investment programs (USDA B&I, USDA REDLG, NMTC) specifically designed to build rural healthcare infrastructure, and (c) are currently serving as the sole acute care hospital in their rural county — or does the Agency's interpretation accommodate documented facility-continuity arguments for rural hospitals in this factual category, consistent with RHTP's statutory purpose of building rural healthcare infrastructure?	The Agency cannot pre-authorize specific forms of alternative documentation. The Agency will review all alternative documentation provided on a case-by-case basis. Please see the response to Question #12.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
15	University of Florida		Can you define what constitutes a Community-Based Organization (CBO) with documented public health or nutrition programming experience? What specific criteria are required to confirm that an entity is a CBO, and what documentation must be provided to demonstrate its public health or nutrition programming experience?	The RFA does not define a community-based organization (CBO). The phrase is used to reflect the general concept of a nonprofit entity operating locally, with local community members as stakeholders, to deliver services or resources meeting needs within a specific community or population. Please refer to SECTION C — ORGANIZATIONAL CAPACITY AND ELIGIBILITY for general organizational documentation required of all applicants and to Section 5.2 of the RFA for information on program-specific information required by each RFA and its specific service initiatives.
16	University of Florida		Can you define what constitutes regional healthcare collaboratives and consortia?	"Regional healthcare collaboratives and consortia" is used in the RFA to reflect the possibility that groups of legally distinct providers working together under various types of existing cooperative agreements may wish to apply to these solicitations. If so, the Agency requires a single application, submitted by a lead agency which accepts responsibility for managing and overseeing all activities funded by the anticipated awards. The Agency will not issue separate agreements to individual legal entities working within any collaboration, consortia, or other partnership models.
17	Arrow Group		I wanted to confirm what the deadline is for questions regarding the RHTP application. I just noticed that May 6th is listed. With the recent release of the application and extent of the collaboration required between providers, I am hoping that this date is incorrect or that there may be flexibility.	The Timeline provided in Addendum No. 1 is the current RFA Timeline.
18	Palms Medical Group		When reviewing the guidance for the AHCA Rural Health Transformation Program RFA Guidance Documents regarding eligibility. The location criteria for a Rural Clinic states a discrete physical location, is this based on the zip codes allowed/approved or can the zip code qualify the entire county for delivery location? Example Zip Code 32656 Keystone Heights qualifies on the Zip Code eligibility sheet, which is in Clay county, having said that could a rural clinic be opened in another location in Clay county? Such as Middleburg Florida which is in Clay county?	Applications for rural and satellite clinics must demonstrate each proposed site meets the Clinic Site Eligibility Requirements in Section 3.4 and the Location Criterion applicable to the type of clinic in Section 3.5. The application must also include a service area map for each site, an estimated unduplicated annual number of patients to be served for each site and documented unmet need in the service area for each site.
19	Premier Mobile Health Services	Attachment I, Section 5.1; Attachment II, Section C.A5; applicable RFA financial solvency requirements.	Financial statement requirement -Reference: Attachment I, Section 5.1; Attachment II, Section C.A5; applicable RFA financial solvency requirements. -Question: Will two most recent fiscal years of formal CPA-reviewed financial statements satisfy the financial statement requirement for a lead applicant, or are audited financial statements required?	Applications must include the two most recently completed fiscal years of audited financial statements. Please refer to the checklist in SECTION C — ORGANIZATIONAL CAPACITY AND ELIGIBILITY for additional details.
20	Premier Mobile Health Services	Attachment I, Sections 4 and 4.4; RHTP FAQs, Section 2, Questions 10–13.	2.Rural eligibility in Lee and Collier Counties -Reference: Attachment I, Sections 4 and 4.4; RHTP FAQs, Section 2, Questions 10–13. Question: May specific service locations, ZIP codes, census tracts, or communities within Lee or Collier Counties qualify if they meet one of the approved rural eligibility pathways, even if the full county is not designated rural despite being otherwise categorized as rural communities?	Please see the table in Section 4: Rural Eligibility Definitions for details on each of the four pathways qualifications and required documentation. Only Pathway A specifically applies to counties as a whole. The remaining pathways have other types of specific eligibility qualifications.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
21	Premier Mobile Health Services	Attachment I, Sections 4, 4.4, and 5.4.	3.Mobile healthcare delivery sites -Reference: Attachment I, Sections 4, 4.4, and 5.4. -Question: For a mobile healthcare provider headquartered outside an eligible rural area, will rural eligibility be evaluated based on the specific mobile service delivery sites rather than the organization's headquarters? If so, what documentation should be submitted for each recurring mobile deployment site?	Mobile Health is included only in RFA 033-2526. Applications for mobile health programs must include all five Initiatives identified in Section 1. Applications must document rural eligibility for each proposed service definition as noted in Section 3.4 and Attachment 1. Organizations headquartered outside designated rural areas may apply if the meet the criteria in Section 5.4. Please note the following critical component in Section 4 ✓ CRITICAL: 100% Rural Delivery Requirement 100% of all program activities funded under any RHTP initiative must occur within and directly serve eligible rural communities as defined above.
22	Premier Mobile Health Services	Attachment I, Sections 1.7, 5.1, 7, and 11.4.	Partner/subrecipient requirements -Reference: Attachment I, Sections 1.7, 5.1, 7, and 11.4. -Question: If Premier participates as a formal partner or subrecipient rather than the lead applicant, what financial statement and organizational eligibility documentation would be required from Premier? Would the audited financial statement requirement apply to partners/subrecipients, or only to the lead applicant?	Please see the response to Question #9
23	Well & You		If an applicant proposes the same overall model across multiple counties within one Super Region, does AHCA prefer one regional application or multiple county-specific applications? Would multiple county-specific submissions be viewed as duplicative or scored independently?	Applicants must determine the geographic scope of their applications according to the identified need within the communities the applicant proposes to serve. An application may include more than one are of identified need within a Super Region, assuming each area meets the rural eligibility criteria in Section 3.4. Multiple applications from the same applicant will each be individually evaluated. If you applying for areas in the same super region one application will suffice. If you are applying for areas in different super regions you must submit separate applications based on the super region.
24	YMCA of Southwest Florida		Please clarify when the RFA is due, thank you	The Timeline provided in Addendum No. 1 is the current RFA Timeline.
25	MCR Health		Can you please advise how we can access the TA webinar series which is scheduled to start on April 28th? I could not see a registration or log in on MyFlorida Marketplace.	The Technical Assistance Webinar Series was cancelled. Please see addendum No. 1.
26	Westcare		I cannot find a posted time for the Tuesday, 4/28, webinar series. Any help would be greatly appreciated!	The Technical Assistance Webinar Series was cancelled. Please see addendum No. 1.
27	Suwannee River Area Health Education Center		We are reaching out to see if there is a link to the webinar for tomorrow?	The Technical Assistance Webinar Series was cancelled. Please see addendum No. 1.
28	Epstein Becker Green		Could you provide the link information to the "Technical Assistance Webinar Series" that will be hosted tomorrow for the Florida Rural Health Transformation Program RFAs?	The Technical Assistance Webinar Series was cancelled. Please see addendum No. 1.
29	Heart of Florida Health Center		I am reviewing the RFAs and do not see Marion County listed anywhere. I am sure this is an oversight, and I imagine Marion County is part of the Northeast Super Region, Madison listed in the Northeast Super Region, and I imagine it should be included in the Northwest Super Region, but I wanted to confirm. I know that we have a four Rural Communities based on Florida Statute 288.0656 and/or Florida REDI Designation. These communities are Belleview, Dunnellon, McIntosh, and Reddick. Please advise if this affects anything to do with responding to the RFAs. Thank you in advance and I apologize for any duplication; I checked the addendum to see if this was addressed there to no avail.	Please see Addendum No. 2.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
30	Mayo Clinic		I am emailing to submit a request regarding the Florida Rural Health Transformation Program. Could you please confirm if an institution's federally negotiated indirect rate is allowable for the RHTP budget? The RFA outlines that administrative costs must be capped at 3%. As this is ultimately funded through a federal mechanism, it is unclear if a federally negotiated indirect rate is allowable. Please confirm to ensure accurate budgeting.	Please see the response to Question #5.
31	PRHCC		If the proposal crosses over multiple initiatives, can they be bundled into one?	Applications responding to a specific RFA may only address the specific initiatives included in the specific RFA. Only the two RFAs below include bundled initiatives. Both require the application address all initiatives within the bundle. AHCA RFA 033-2526 Bundle 1 - PREVENTIVE CARE & CARE-AT-HOME AHCA RFA 034-2526 - RHTP Bundle 2 - SPECIALTY AND ACUTE CARE
32	PRHCC		Can a main organization that is a 501 (c)3 apply for a master grant with multiple sub-grantees under the program? for example, a program that manages the training of medical students that works with multiple universities and multiple FQHCs, There are MOUs with each facility.	Please refer to the details within the specific RFA of interest. The two RFAs below contain details regarding lead applicants and other participants within the application in sections 1.2. and 3.1. AHCA RFA 033-2526 Bundle 1 - PREVENTIVE CARE & CARE-AT-HOME AHCA RFA 034-2526 - RHTP Bundle 2 - SPECIALTY AND ACUTE CARE All RFAs include additional information regarding lead applicants in Attachment I - STANDARD TERMS AND ADMINISTRATIVE REQUIREMENTS, sections 1.6, 1.7, and the definitions in section 2.
33	PRHCC		Many of the facilities serve underserved populations, but are in urban settings, training new providers for rural settings. How do we manage the partnership under the grants?	Please see the response to Question #20.
34	PRHCC		Under RHT, there is a requirement for a 5-year service commitment. For students who get funds to help them become providers. How and by whom will those contracts and each recipient's placement for employment be managed?	This question appears to apply to AHCA RFA 037-2526 WORKFORCE DEVELOPMENT. The applicant is accountable for the implementation and oversight of all grant-funded activities and for compliance with all terms and conditions of any award issued under the RFA. Please refer to Attachment 1 - STANDARD TERMS AND ADMINISTRATIVE REQUIREMENTS, sections 1.6 and 1.7f or information relating to implementation and oversight involving subgrantee relationships, including formal partnerships and collaborations.
35	PRHCC		Should we include job placement, credentialing, and servicing of those contracts in the proposal?	Applicants should include allowable costs (please refer to RFA SECTION 5: ALLOWABLE AND UNALLOWABLE USES OF FUNDS) pertaining to their program design including any subcontractual or subgrantee costs. Please refer to RFA SECTION 7: STANDARD APPLICATION REQUIREMENTS, Section J - Budget, for additional information.
36	PRHCC		We can produce over 500 new providers per year in Florida alone. How does the state intend to manage the surplus of providers with the 5-year service contracts? Can they be sold to other healthcare groups in the state or outside the state? What will the process be for handling that??	The question assumes the award of a grant under this RFA. The Agency will not speculate as to the administration of a grant the has not been awarded. However, assignments of obligations under an awarded grant agreement are prohibited pursuant to the terms in the Grant Agreement, I. The Subrecipient Agrees: M. Assignments and Subcontracts and N. Subcontracting.
37	Intelligent Health		Will AHCA have an RFA for all the initiatives each year ? and if so, is it open to all bidders or only ones that receive an award the first year?	Any future RHTP grant opportunities will be posted by the Agency on the Vendor Information Portal (VIP).
38	Intelligent Health		If you receive an award, is that for all 5 years for the region and for the specific initiative or do you have to rebid each year?	Awards will be issued for the Year 1 Period of Performance specified on page 1 of the RFA and may be renewed at the Agency's discretion. Please refer to Attachment IV - STANDARD GRANT AGREEMENT, section II.B. for information relating to potential renewals.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
39	Intelligent Health		Can an entity that receives an award for an initiative in year 1 also expand into new regions and counties in the following years without rebidding or must everyone rebid each year ? Can you provide some examples for better clarity?	Please see the response to Question #37
40	Intelligent Health		Can a provider network organization that has been active in Florida less than 5 years bid as long as all the individual participating providers have been continuously active for at least 5 years?	Section 3 - Minimum Qualifications for All Applicants specifies the applicant must ... "Have been in continuous operation for a minimum of five (5) years as of the application deadline." Please refer to Attachment II Section CC — ORGANIZATIONAL CAPACITY AND ELIGIBILITY for information on documentation options applicable to this standard.
41	Intelligent Health		Does the 5 year requirement for being continuously active in Florida only apply to the lead applicant ?	Yes.
42	Intelligent Health		Why is there a prohibition on purchasing a mobile unit rather than leasing one which is more expensive and will not create the sustainability at the 5 year mark?	The purchase of mobile units are allowable under the RHTP grant. Applicants must clearly describe the purpose, intended use, and implementation plan for the use of the vehicle within the proposed project and itemize all associated costs in the budget. Applicants should be aware that proposals including vehicle purchases will require both state and federal approval, which may result in delays in the approval and contract execution process. Post award, awardees will be required to: • Provide 2–3 cost quotes for the vehicle purchase; and • Complete all Agency required documentation prior to authorization of the expenditure. See Addendum No 3.
43	Intelligent Health		How does AHCA intend for there to be an end of lease purchase of a mobile unit at 36 months if the unit purchase price exceeds ($12,000 times 36 months) $432K? Estimates of mobile unit purchase from suppliers exceed $500K.	The purchase of mobile units are allowable under the RHTP grant. Applicants must clearly describe the purpose, intended use, and implementation plan for the use of the vehicle within the proposed project and itemize all associated costs in the budget. Applicants should be aware that proposals including vehicle purchases will require both state and federal approval, which may result in delays in the approval and contract execution process. Post award, awardees will be required to: • Provide 2–3 cost quotes for the vehicle purchase; and • Complete all Agency required documentation prior to authorization of the expenditure. See Addendum No 3.
44	Intelligent Health		Which specific initiatives can a pharmacy and or pharmacy network bid on that do not require bundling?	The RFAs below are the "stand alone" RHTP Initiatives. The qualifications for eligible applicants varies for each RFA. Please refer to RFA Section 3, 3.1 Eligible Applicants within each RFA for the specific applicant qualifications. AHCA RFA 035-25/26 - RHTP Value-Based Purchasing (Initiative 11) AHCA RFA 036-25/26 - RHTP Rural Satellite Clinics (Initiative 1) AHCA RFA 037-25/26 - RHTP Workforce Development (Initiative 8) AHCA RFA 038-25/26 - RHTP Health and Lifestyle (Initiative 9)
45	Intelligent Health		Is the Value -Based Purchasing initiative open to provider types such as rural pharmacies, specialty hospitals and clinics providing services to rural patients?	AHCA RFA 035-25/26 - RHTP Value-Based Purchasing (Initiative 11), Section 3.1 Eligible Applicants details the qualifications of eligible applicants.
46	Intelligent Health		Does every individual provider receiving any funding need both the UEI number and the sam.gov registration? If not, please explain.	Yes, please refer to RFA Attachment I, Standard Terms and Administrative Requirements, section 11.4 for details.

Rural Health Transformation Program (RHTP)
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Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
47	Intelligent Health		Does every subcontracted entity, provider and provider group that receives any funding need to complete the UEI and the sam.gov registration process or does that only apply to the lead entity?	Yes, please see the response to Question #47
48	Intelligent Health		Is there a technical assistance resource for support during the process of preparing the applications?	Please refer the Agency's RHTP website for Latest News and Resources. https://ahca.myflorida.com/rural-health-transformation-program
49	Suwannee River Area Health Education Center		Could you please clarify what types of costs are intended to be covered under the 3% administrative fee in the Florida ACHA application? Specifically, we would appreciate guidance on whether staffing-related costs such as time for an accountant or grant manager are considered part of the administrative fee, or if they may be budgeted separately as program or operational expenses.	Per RFQ - ATTACHMENT II Centers for Medicare & Medicaid Services Standard Grant and Cooperative Agreement Terms and Conditions COST PRINCIPLES, "Guidelines for determining direct and indirect (F&A) costs charged to Federal awards are provided in 2 CFR 200 Direct and Indirect Costs and Special considerations for States, Local Governments, and Indian tribes. Please note, the RHTP award includes additional detail on unallowable costs. Please refer to RFA SECTION 6: ALLOWABLE AND UNALLOWABLE USES OF FUNDS for details.
50	Suwannee River Area Health Education Center		For applicants submitting a workforce application under both pathways and involving multiple partners, could you provide guidance on how to approach the Organizational Capacity and Eligibility and Sustainability Plan sections? Specifically, how should applicants distinguish between the two pathways within these sections while still presenting a cohesive, multi-partner approach?	The Agency recommends all application components should clearly label the required components for each Pathway.
51	PinPoint Results, LLC		CMS' FAQ at II.2 provides, in relevant part, that "[f]unds may go towards clinician salaries and wage support if the clinician is not subject to a non-compete agreement and the salary/wage support is being funded as part of an approved initiative." AHCA's February 2, 2026 FAQ similarly states at FAQ 48 that this is a federal requirement established by CMS and that Florida must comply as a condition of its award. FAQ 48 further explains that the restriction applies to salaries and wages paid with RHTP cooperative agreement funds under an approved initiative and covers a broad range of clinical workforce roles, including clinicians, allied health professionals, behavioral health providers, non-clinician providers, community health workers, clinical support staff, and EMTs. It also states that CMS' non-compete requirement applies specifically to new positions or clinicians recruited through RHTP workforce initiatives, and that such staff may not be subject to non-compete agreements. However, AHCA states at FAQ 50 that "Florida's RHTP funds cannot be used to pay for a medical director or any other clinician salaries or direct care services." FAQ 50 appears to impose a broader restriction than the federal rule described by CMS and by AHCA in FAQ 48. How does AHCA harmonize FAQ 48, which appears to recognize that clinician salaries and wage support may be allowable when tied to an approved initiative and not subject to a non-compete agreement, with FAQ 50, which states that Florida RHTP funds cannot be used for clinician salaries or direct care services?	The FAQ you are referencing is not part of this RFA. As indicated in the RFA, clinician salaries tied to direct patient services are not allowed.
52	PinPoint Results, LLC		Can housing-related costs (e.g., stipends, temporary housing, or relocation support) be considered allowable when directly tied to recruitment, placement, or retention of workforce in rural areas?	AHCA RFA 037-25/26 - RHTP Workforce Development (Initiative 8), Section 5 addresses allowable and unallowable workforce housing supports for Pathway 1 only. Also please refer to Attachment I RHTP Standard Terms and Administrative Requirements, Section 11.16 for unallowable costs pertaining to all RHTP RFAs.
53	PinPoint Results, LLC		While transportation programs are not funded as standalone initiatives, can transportation-related costs for patients be included as incidental expenses tied to an otherwise eligible RHTP initiative, and if so, under what limitations?	No.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
54	PinPoint Results, LLC		Please confirm that there are no cost restrictions for leasing beyond the federal cost principles.	Attachment I RHTP Standard Terms and Administrative Requirements applies to all RHTP RFA. Section J.3. contains program-specific information pertinent to facility and motor vehicle leases.
55	PinPoint Results, LLC		To what extent are faculty or workforce development-related personnel costs (e.g., instructors, training coordinators) allowable?	Each RFA identifies allowable personnel costs
56	PinPoint Results, LLC		There is concern some applications may be too large to attach to a single email. Is there a process in place for receiving large files should this become an issue?	The total for all files emailed may not exceed 150 MB in a single email. Multiple emails may be submitted if necessary to ensure all files and attachments are transmitted to the Agency.
57	PinPoint Results, LLC		Must application submissions come from the same email tied to an applicant's MFMP registration?	No.
58	PinPoint Results, LLC		Where RHTP-funded activities occur at a freestanding emergency department or other off-campus hospital provider location in an eligible rural area, but the main hospital campus under whose license the site operates is not rural, will the Agency treat the off-campus site's physical location as controlling for rural eligibility, or must the hospital license-holder independently qualify as rural?	Applications must address services in rural locations as determined by the rural definitions in Attachment I, RHTP Standard Terms and Administrative Requirements, Section 4. Each RFA details additional standards related to applicants who may be 3.3 Non-Rural Headquartered Organizations.
59	PinPoint Results, LLC		If applicants across more than one region wish to collaborate in cases where it makes geographic sense, is this permissible or must all activities be contained within a single region?	Applications must address proposals for a specific Super Region.
60	PinPoint Results, LLC		May an eligible applicant structure an RHTP project using a combination of unaffiliated community partners and affiliated entities, such as an educational institution, provider entity, or operational support entity under common ownership or control of the applicant, provided the application clearly documents each entity's role and satisfies applicable partnership, procurement, conflict-of-interest, and subrecipient requirements?	Please see RFA Section 1.7 related to Formal Partnerships and Collaboration in the RHTP.
61	PinPoint Results, LLC		If a partner is an affiliated organization, but a separate legal entity, would they still qualify as a partner / collaboration?	Please see response to Question #60.
62	PinPoint Results, LLC		Beyond the reporting requirement, are there additional requirements of a Grantee regarding usage or retention of profit or "program income" generated by grant funded programs or collaborations?	Profit and Program Income are not allowed with RHTP funds. Please see Attachment I, RHTP Standard Terms and Administrative Requirements, Section 11.16.
63	PinPoint Results, LLC		CMS in its FAQ at I.6. reflects that states can move funding between line items without prior approval of CMS if under 10% of each line item. If awarded, to what extent may applicants modify budgets across line items?	All budget changes must be reviewed and approved by the Agency. Budget Change Request policies will be shared post award.
64	PinPoint Results, LLC		Can applicants modify budgets across initiatives, or partners without prior AHCA approval.	Please see Attachment I RHTP Standard Terms and Administrative Requirements, Section 12.3.
65	Public Consulting Group		Will the provider/region have to apply every year for funding or just in this first year?	Please see the response to Question #37.
66	Public Consulting Group		If a provider does not apply this year, can they apply in a future year?	Please see the response to Question #37.
67	Public Consulting Group		Can sub contractual costs include utilizing a consultant or consulting firm to provide services?	Necessary subcontracted costs for subcontracted consultants may be allowable, subject to justification.
68	Florida State University	Attachment I, RHTP Standard Terms and Administrative Requirements, Addendum No. 2	With respect to the Super Region framework, can an eligible facility located in Okeechobee County that primarily serves patients in Highlands, Hendry, DeSoto, and Glades Counties be included as part of a Southwest (SW) Super Region application?	Please see the response to Question #4.
69	Florida State University	Attachment I, RHTP Standard Terms and Administrative Requirements, Section 14 (Standard Cost Restrictions)	Please confirm whether the cost of renting a passenger van is an allowable expenditure under the RHTP, for the purpose of transporting clinical staff, trainees, or equipment to and from scheduled rural service sites, mobile health route stops, or clinical training rotations.	Please see Attachment I RHTP Standard Terms and Administrative Requirements, Section 7 J.3 regarding vehicle costs..

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
70	Florida State University	Attachment I, RHTP Standard Terms and Administrative Requirements, Section 9.1 (Sustainability Plan Requirements)	The RFA requires applicants to identify specific Medicaid and Medicare billing codes and demonstrate payer coverage as part of the sustainability plan. However, some rural service models funded under the RHTP — including community paramedicine, remote patient telemonitoring, and telehealth-facilitated specialty consultations — operate in areas where applicable billing codes and reimbursement pathways are still evolving at the state and federal level. Will AHCA actively partner with RHTP awardees to advocate for, pilot, or expand billing codes and reimbursement mechanisms necessary to sustain funded services beyond the grant period? If so, please describe the anticipated form and scope of that support.	The Applicant should advise how it intends to address this issue in its application.
71	Florida State University	Attachment I, RHTP Standard Terms and Administrative Requirements, Section 5.4 (Non-Rural Headquartered Organizations)	Section 5.4 of Attachment I provides that organizations headquartered outside eligible rural areas may apply, in part, by submitting 'a rural needs assessment documenting verified rural gaps.' Please provide additional guidance on what constitutes a sufficient rural needs assessment for this purpose, specifically: •What data sources are considered acceptable for documenting rural gaps (e.g., U.S. Census Bureau, HRSA HPSA/MUA designations, Florida CHARTS, USDA food access data, county health rankings, Medicaid encounter data); •Whether the assessment must address all proposed service areas and rural sites, or only the counties where the applicant organization is not physically located; •Whether a formal academic or consultant-prepared assessment is required, or whether an internally prepared narrative with cited data sources is acceptable; and Whether there is a recommended length, format, or any specific data elements AHCA reviewers will use to evaluate sufficiency during Stage 1 and Stage 2 review.	A rural needs assessment may use any credible data sources the applicant finds appropriate, and AHCA does not prescribe required sources, formats, or page limits. Applicants may submit either a consultant prepared or internally developed assessment as long as it clearly documents verified rural gaps. The key requirement is that the assessment accurately reflects true needs in the proposed rural service areas.
72	Florida State University	Attachment IV, Grant Agreement, Section I.B. (Authorization to Transact Business)	Section I.B of Attachment IV (Grant Agreement) states: “Subrecipient to be registered with the Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Agreement.” The Florida State University Board of Trustees is a “public body corporate” with all the powers of a body corporate under section 1001.72, Florida Statutes. Can this suffice instead of being separately registered with the Department of State? Universities may have difficulties registering with the Department of State, which requires entities to be designated with one of the following corporate suffixes: “corporation, Corp., Incorporated, or Inc.,” which do not apply to a state university.	Prior to agreement execution, the Agency will consider modifications to the Attachment IV, Standard Grant Agreement, for awarded government entities that cannot, by law, agree to all provisions of the agreement.

Rural Health Transformation Program (RHTP)
Addendum No. 3
Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
73	Florida State University	Attachment IV, Grant Agreement, Section L (Insurance)	Attachment IV, Grant Agreement, Section L, Insurance states: "The Subrecipient shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Subrecipient or anyone directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Agreement and hold the State of Florida harmless from subrogation. The Subrecipient shall set the limits of liability necessary to provide reasonable financial protections to the Subrecipient and the State of Florida under this Agreement." Are the coverages offered through the State Risk Management Trust Fund sufficient to meet the requirements in this section of the Agreement? As a state agency, FSU has state-issued coverage through the State Risk Management Trust Fund and is not able to list other agencies as an additional insured or hold other agencies harmless.	Prior to agreement execution, the Agency will consider modifications to the Attachment IV, Standard Grant Agreement, for awarded government entities that cannot, by law, agree to all provisions of the agreement.
74	Suwannee River Area Health Education Center		We have one more questions. The guidance outlines four pathways for establishing rural eligibility. Can you clarify whether eligibility is determined by meeting any one of the four pathways, or if applicants are expected to address all four pathways when demonstrating that their service area qualifies as rural?	Attachment I, RHTP Standard Terms and Administrative Requirements, Section 4, Rural Eligibility Definitions, defines the rural community eligibility pathways applicable to all RHTP RFAs. Applications must document one pathway for each proposed service area.
75	CRISP Shared Services (CRISP Health)		Given the interconnected nature of the RHTP initiatives and the statewide scope of the Florida HIE, it is challenging to structure a proposal that aligns exclusively to a single super region, as the proposed services and interoperability capabilities are intended to support providers and participants across all regions of the state. Additionally, the RFA instructions indicate that proposals will be evaluated within defined regional and programmatic categories, while many HIE-related initiatives inherently support and overlap multiple regions and care delivery objectives simultaneously. Many HIE interoperability services inherently support multiple program priorities simultaneously, could AHCA provide clarification on how applicants should approach the initiative "bucket" selection requirement when proposed services naturally align to and support more than one initiative category?	Please see response to Question #60.
76	United Way of West Florida		Are Care Coordinators required to hold a Certified Community Health Worker (CCHW) credential for this grant, or is equivalent experience acceptable?	Depending on which RFA the applicant is applying for, CHW certification is required for CHWs. A care coordinator serving as a care coordinator does not need a CHW certification.
77	United Way of West Florida		Is this a reimbursement-based grant in which organizations frontload costs and submit for reimbursement, or are funds disbursed upfront?	Please see Attachment I RHTP Standard Terms and Administrative Requirements, Section 12.2 for a discussion of the payment structure.

Rural Health Transformation Program (RHTP)
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Item 2 - General RHTP Questions and Answers

NO.	VENDOR NAME	SECTION IDENTIFIER, PAGE NUMBER	QUESTION	ANSWER
78	North Walton Doctors Hospital		We are seeking clarification regarding the process for obtaining prior CMS approval for minor renovations or alterations projects under the Rural Health Transformation Program. Specifically, should applicants submit requests for prior approval directly to CMS, or must those requests be submitted through AHCA for transmittal to CMS? As noted in the Florida Agency for Health Care Administration's February 18, 2026, webinar materials (attached, p. 19), minor renovations or alterations projects require "CMS prior approval" to be considered eligible. For reference, page 19 states: "Minor Renovations or Alterations. Funds may be used for minor renovations or alterations if they are clearly linked to program goals and receive CMS prior approval."	The Agency will conduct an initial review and accept any requests for prior CMS approval and will request any subsequent CMS approval at its discretion. Applicants cannot submit any requests directly to CMS.
79	Treasure Cosat Food Bank, Inc.		Okeechobee County is listed in the Southwest Super Region in the RFA but is listed in the Southeast Super Region on the Rural Area of Opportunity map on the website. Which super region should Okeechobee County be included in for the application?	Please see the response to Question #4
80	YMCA of Southwest Florida		Can you please clarify when the RHTP application is due? Thank you!	Please see the response to Question #24.
81	Hypertrophy Engineering		I am reaching out to see if you have any type of website set up that would list job opportunities with the Florida RHTP.	https://jobs.myflorida.com/
82	Jackson Health System		Our question is: Are we correct that Florida City is a rural community under the RHTP classification criteria, making the community eligible to be part of an application package?	Yes, Florida City is listed as rural municipality per Department of Commerce. https://www.floridajobs.org/community-planning-and-development/rural-community-programs/office-of-rural-initiatives
83	Bluebird Health Partners		I'm reviewing the RHTP RFA for Bundles 1 and 2. Each RFA references a separate "Individual Initiative Guidance Documents (IGDs)". I have spent 3 hours looking over the AHCA website (and the RHTP FAQs) and within the Florida VIP Potal, but I don't find any of these IGDs.	The "individual Initiative Guidance Document" is the first document found within the combined PDF for each RFA posted in the Vendor Information Portal (VIP).
84	Chiefland Medical Center, LLC.		We are very interested in participating in the RHTP program, but I think we need some help with the application process. Do you know of any consulting firms or other resources that may be available?	No, the Agency will not recommend consulting firms. There are resources posted on the Agency RHTP website under News and Resources for applicants to review.
85	9 Koi Foundation Inc		I am writing to inquire about eligibility requirements for an upcoming grant opportunity. Specifically, can a newly formed administrative entity that has less than 5 years of operation participate as a grant manager or subrecipient under an eligible lead applicant that has more than five years of operation?	Please see the response to Question #40.
86	Global Mobile Healthcare Research Consortium		Are organizations allowed to apply independently, or they can only do the bundle. Specifically I know some organizations want to apply to initiative 2?	Initiatives that are within a bundle cannot be applied for separate from the bundle.
87	Global Mobile Healthcare Research Consortium		I know there is a cap on the leasing, is there a limit number of mobile clinics an organization can get?	There is no limit to the number of mobile units an organization may request; however, the Agency will evaluate all unit requests against the organization's demonstrated capacity and the documented service needs of the proposed rural area or Super Region. Awards will be determined based on regional need and available funding.
88	Lumeris		Is there any flexibility in the bundles' structure? For instance, the CHRA is highly capable of delivering preventative care but does not align exactly to the different subcomponents of that initiative.	Each application must include the required Core service components and respective initiatives (as described in Bundle 1 and 2 RFA requirements, respectively).

RURAL HEALTH TRANSFORMATION PROGRAM (RHTP)

SECTION K-V2 – BUDGET NARRATIVE

Instructions: Applicants must submit a budget narrative that clearly explains how each cost was developed, why it is necessary, and how the program will remain sustainable as federal funding decreases over the five-year period. Use the template below to structure your narrative. Do not submit the cover page (current page). Follow the page limits in the RHTP Initiative Guidance.

Section A – Organization Information: Follow prompts in Section A below.

Section B – Overview of Budget Approach: Follow prompts in Section B below.

Section C – Cost Category Justifications

- **C.1 Personnel:** Identify positions (titles only) and summarize their role in the bundle (e.g., detail their efforts across initiatives, if applicable). If your fringe rate is not 27%, please explain your organization's accepted fringe rate. Explain how staffing levels change over time as federal funding tapers. Finally, if positions scale down in Years 3–5, describe how duties shift to permanent staff or partner resources.
- **C.2 Equipment:** Explain any equipment purchases in Year 1 and why they occur during the startup period.
- **C.3 Supplies:** Summarize consumable materials needed and how annual amounts were estimated.
- **C.4. Travel:** Describe required travel (e.g., training, supervision, outreach), ensuring that all rates are in alignment with Florida Statute 112.061.
- **C.5 Other Direct Costs:** Explain all operational costs requested.
- **C.6 Sub contractual Costs:** Describe subcontracted services, why they are needed, and how costs were determined, and explain any changes in subcontractor involvement over the five-year performance period.

Section D – Sustainability and Tapered Funding Strategy: Explain how your program will maintain operations as federal funding decreases across the five-year program period (from 100% in Year 1 down to 30% in Year 5).

- **D.1 Operational Tapering Plan:** Describe how your program will transition from Year 1 startup activities into a stable operating model by Year 3. Identify which costs decline naturally (e.g., reduced equipment purchases, lower training needs). Describe efficiencies gained over time (technology adoption, revised staffing patterns, integration with existing workflows).
- **D.2 Long-Term Financial Plan:** Which budget categories will transition to non-federal funding sources? How will your organization absorb or sustain key personnel? What permanent infrastructure (equipment, technology, workflows) installed in Year 1 will support long-term operations?
- **D.3 Risk Mitigation:** Identify any financial risks related to tapering and your strategies to address them (e.g., delayed reimbursements, slower-than-expected revenue growth, turnover in partner organizations).

Section A – Organization Information

A1. Legal Organization Name: Click or tap here to enter text.

A2. Initiative Included in This Application

☐ **Preventive Care & Care-at-Home Bundle (Bundle 1; Initiatives 2, 3, 10, 12, & 13)**
☐ **Specialty & Acute Care Bundle (Bundle 2; Initiatives 13, 14, & at least one from 4, 5, 6, 7)**
Select which telehealth initiative is included with Bundle 2 (Must select at least one)
☐ **Initiative 4 – Behavioral Health Telehealth & Telehub Psychiatry**
☐ **Initiative 5 – Tele-Specialties & Imaging**
☐ **Initiative 6 – Tele-Intensive Care Unit / eICU**
☐ **Initiative 7 – Hub-and-Spoke Telestroke with Transfer**
☐ **Initiative 1 – Rural & Satellite Clinics**
☐ **Initiative 8 – Workforce Development**
☐ **Initiative 9 – Health & Lifestyle**
☐ **Initiative 11 – Value-Based Purchasing**

A3. Super Region Served (Select One Per Application)
☐ **Northwest** ☐ **Northeast** ☐ **Southwest**☐ **Southeast**

Section B – Overview of Budget Approach

B1. Describe how Years 1 and 2 represent the "startup years," including major purchases or investments. Click or tap here to enter text.
B2. Explain how the budget transitions from start-up activities to stable operations after Year 2. Click or tap here to enter text.
B3. Discuss how you ensured alignment with the Year 2–5 spending caps. Click or tap here to enter text.
B4. Identify the indirect cost rate up to a maximum 3% of total direct costs. Justify any administrative costs claimed as direct costs. Click or tap here to enter text.

Section C – Cost Category Justifications

C1. Personnel Click or tap here to enter text.
C2. Equipment Click or tap here to enter text.
C3. Supplies Click or tap here to enter text.
C4. Travel Click or tap here to enter text.
C5. Other Direct Costs Click or tap here to enter text.
C6. Subcontractual Costs Click or tap here to enter text.

Section D – Sustainability and Tapered Funding Strategy

D1. Operational Tapering Plan Click or tap here to enter text.

D2. Long-term Financial Plan Click or tap here to enter text.
D3. Risk Mitigation Click or tap here to enter text.

Budget Attestations

The applicant also confirms that equipment will not be purchased in Years 3–5 unless allowed under program rules. The applicant also attests that all initiative budgets align with the following budget constraints:

- Year 1: Full baseline budget
- Year 2: ≤ 75% of Year 1
- Year 3: ≤ 40% of Year 1
- Year 4: ≤ 35% of Year 1
- Year 5: ≤ 30% of Year 1

By signing below, the Authorized Organizational Representative affirms that all information, explanations, and budget details provided in this narrative are true, complete, and accurate to the best of their knowledge.

AOR Signature: _____

Printed Name: Click or tap here to enter text.

Date: Click or tap to enter a date.

Agreement No. GFA###

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
GRANT AGREEMENT

THIS AGREEMENT is entered into between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as the "**Agency**," whose address is 2727 Mahan Drive, Tallahassee, Florida 32308, and **SUBRECIPIENT NAME**, hereinafter referred to as the "**Subrecipient**," whose address is **SUBRECIPIENT ADDRESS**, to perform required activities under the Agency's Rural Health Transformation Program (RHTP), Initiative No. ##, Initiative Title/Description.

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STATE OF FLORIDA
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Agreement No. GFA###

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
GRANT AGREEMENT

I. THE SUBRECIPIENT HEREBY AGREES:

A. General Provisions

1. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Agreement. The Subrecipient shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement.

2. To provide services according to the terms and conditions set forth in this Agreement; **Attachment I**, RHTP Initiative Requirements, which contains initiative-specific requirements from the Agency's Request for Application; **Attachment II**, Subrecipient's Agency-Approved Application, which contains the approved implementation plan, approved budget, and other approved elements of the Subrecipient's submitted application; and all other attachments named herein, which are attached hereto and incorporated by reference (collectively referred to herein as this "Agreement").

3. To perform as an independent Subrecipient and not as an agent, representative or employee of the Agency.

4. To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

B. Florida Department of State

To be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Agreement.

C. Prohibition of Gratuities

To certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from this Agreement in violation of the provisions of Chapter 112, F.S. This Agreement may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

D. Audits and Records

1. To maintain books, records, and documents (including electronic storage media) pertinent to performance under this Agreement in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this Agreement.

2. In addition to the requirements of the preceding paragraph, the Subrecipient shall comply with the applicable provisions contained in **Attachment III**, Special Audit Requirements, attached hereto and incorporated herein by reference.

3. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the Agency, as well as by Federal personnel.

4. To maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, RHTP Initiative Requirements, and other reports as the Agency may require within the period of this Agreement. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.

5. To comply with public record laws as outlined in Section 119.0701, F.S.

6. To provide a financial and compliance audit to the Agency as specified in **Attachment III**, Special Audit Requirements, and to ensure that all related party transactions are disclosed to the Agency Agreement Manager.

7. To include these aforementioned audit and record keeping requirements in all approved sub-agreements and assignments.

E. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Subrecipient's premises, or other places where duties under this Agreement are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and Federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.

2. The Subrecipient shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Agreement for a period of ten (10) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.

3. Refusal by the Subrecipient to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Agreement performance shall constitute a breach of this Agreement.

4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Subrecipient is required to maintain records.

5. The Subrecipient shall be responsible for all storage fees associated with all records maintained under this Agreement. The Subrecipient is also responsible for the destruction of all records that meet the retention schedule noted above.

6. Failure to retain all records as required may result in cancellation of this Agreement. The Agency shall give the Subrecipient advance notice of cancellation pursuant to this provision and shall pay the Subrecipient only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Agreement. Performance by the Agency of any of its obligations under this Agreement shall be subject to the successful Subrecipient's compliance with this provision.

7. In accordance with Section 20.055, F.S., the Subrecipient and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.

8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

F. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific agreements under which the Agency must account to the Federal government for actual costs incurred, the costs and charges for that agreement will be determined in accordance with generally accepted accounting principles.

2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt

G. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.

2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Agreement.

3. To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.

4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.

5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient does not transfer the records to the Agency.

6. To not collect an individual's social security number unless the Subrecipient has stated in writing the purpose for its collection. The Subrecipient collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.

7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

8. If the Subrecipient does not comply with a public records request, the Agency shall enforce provisions in accordance with this Agreement.

9. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT IS THE AGREEMENT MANAGER.**

H. Communications

1. Notwithstanding any term or condition of this Agreement to the contrary, the Subrecipient bears sole responsibility for ensuring that its performance of this Agreement fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or

electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").

2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Subrecipient must:

a. Submit a plan which specifies in detail the manner in which the Subrecipient will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and

b. Obtain written approval, signed and notarized by the Agency Agreement Manager, approving the Privacy Compliance Plan.

3. No modifications to an approved Privacy Compliance Plan may be implemented by the Subrecipient unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Agreement Manager. Agency approval of the Subrecipient's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Subrecipient's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Subrecipient's performance of this Agreement. Violation of this term may result in sanctions to include termination of this Agreement and/or liquidated damages.

4. The Subrecipient agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

I. Background Screening

1. To ensure that all Subrecipient employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.

2. Per Section 435.04(1)(a), F.S., Level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal

history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. If the Subrecipient is not authorized under the law to conduct a Level 2 background screening, then completion of a Level 1 background screening as defined in Section 435.03, F.S., is acceptable.

3. If the Subrecipient employee or managing employee was employed prior to the execution of this Agreement, the Subrecipient shall ensure that the County, State, and Federal criminal background screening comparable to a Level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.

4. Any Subrecipient employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Agreement by the Subrecipient unless an exemption is granted.

5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.

6. To ensure that all Subrecipient employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening completed with results every five (5) years.

7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Agreement execution. The Subrecipient's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.

8. To keep a record of all background screening records to be available for Agency review upon request.

9. Failure to comply with background screening requirements shall subject the Subrecipient to liquidated damages as described **Attachment I,** RHTP Initiative Requirements.

J. Monitoring

1. To provide reports as specified in **Attachment I**, RHTP Initiative Requirements. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, RHTP Initiative Requirements.

2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Subrecipient which are relevant to this Agreement.

3. To ensure that each of its employees or subcontractors who perform activities related to the services associated with this Agreement will report to the Agency any health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, the Subrecipient, employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at https://apps.ahca.myflorida.com/hcfc.

4. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Agreement, will report to the Agency areas of concern relative to the operation of any entity covered by this Agreement. To report concerns, the Subrecipient, employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc_cirts/.

5. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

K. Indemnification

The Subrecipient agrees to indemnify, defend, and hold harmless the Agency, as provided in this Clause.

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the "Duty to Indemnify and Defend"), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Subrecipient), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Subrecipient's acts or omissions related to this Agreement (inclusive of all attachments, etc.) (collectively "Proceeding").

a. Duty to Indemnify. The Subrecipient agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys' fees, arising from or relating to any Proceeding.

b. Duty to Defend. With respect to any Proceeding, the Subrecipient agrees to fully defend the Agency and shall timely reimburse all of the Agency's legal fees and costs; provided, however, that the amount of such payment for attorneys' fees and costs is reasonable pursuant to rule 4–1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Subrecipient pursuant to the Duty to Indemnify and Defend the Agency.

2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Subrecipient pay the Agency's expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.

3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Subrecipient, the Agency may, but need not, at any time thereafter, bring suit against the Subrecipient to recover the unpaid amount of the claim (hereinafter "Enforcement Action"). In the event the Agency brings an Enforcement Action, the Subrecipient shall pay all of the Agency's attorneys' fees and expenses incurred in bringing and pursuing the Enforcement Action.

4. Contribution. In any Proceeding in which the Subrecipient is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Subrecipient shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Subrecipient, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Agreement (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Subrecipient for the Subrecipient's own negligence or otherwise assume any liability for the Subrecipient's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

L. Insurance

1. To the extent required by law, the Subrecipient shall be self-insured against, or shall secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Agreement and, in case any work is subcontracted, the Subrecipient shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Agreement are covered by the Subrecipient's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Subrecipient under this Agreement and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Subrecipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.

2. The Subrecipient shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Subrecipient or anyone directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Agreement and hold the State of Florida harmless from subrogation. The Subrecipient shall set the limits of liability necessary to provide reasonable financial protections to the Subrecipient and the State of Florida under this Agreement.

3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Subrecipient's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Subrecipient shall provide thirty (30) calendar days written notice of cancellation to the Agency's Agreement Manager.

4. The Subrecipient shall submit insurance certificates evidencing such insurance coverage prior to execution of this Agreement.

M. Assignments and Subcontracts

To neither assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total

dollar amount agreed upon in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the Agency shall deem necessary.

N. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Agreement, without prior written consent of the Agency. The Agency pre-approves all subcontractors specifically identified in the Recipient's final, Agency-approved application.

2. To not subcontract with any provider that would be in conflict of interest to the Subrecipient during the term of this Agreement in accordance with applicable Federal and/or State laws.

3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Agreement Manager prior to the effective date of any subcontract.

4. The Agency encourages Subrecipients to partner with subcontractors who can provide best value and the best in class solutions. However, the Subrecipient is responsible for all work performed under this Agreement. No subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibility for performance of its duties. The Subrecipient shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Agreement. If the Agency determines, at any time, that a subcontract is not in compliance with an Agreement requirement, the Subrecipient shall promptly revise the subcontract to bring it into compliance. In addition, the Subrecipient may be subject to sanctions and/or liquidated damages pursuant to this Agreement and Section 409.912(6), F.S. (related to sanctions).

5. All payments to subcontractors will be made by the Subrecipient.

6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Agreement Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Subrecipient's monitoring report, an improvement plan must be submitted to the Subrecipient and the Agency within fourteen (14) business days of the deficient report.

7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Subrecipients and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities

afforded by this Agreement enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Subrecipients can contact the Office of Supplier Diversity at (850) 487-0915 or online at http://osd.dms.state.fl.us/ for information on minority Subrecipients who may be considered for subcontracting opportunities.

8. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N); Hispanic American (Certified Minority Code I or Non-Certified Minority O); Asian American (Certified Minority Code J or Non-Certified Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

O. Return of Funds

To return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the Subrecipient by the Agency. The Subrecipient shall return any overpayment to the Agency within forty (40) calendar days after either discovery by the Subrecipient, its independent auditor, or notification by the Agency, of the overpayment.

P. Procurement of Products or Materials with Recycled Content

It is expressly understood and agreed that any products which are required to carry out this Agreement shall be procured in accordance with the provisions of Section 403.7065, F.S.

Q. Civil Rights Requirements/Subrecipient Assurance

The Subrecipient assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.

5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

7. Chapter 409, F.S.

8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.

9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.

10. The Medicare-Medicaid Fraud and Abuse Act of 1978.

11. Other Federal omnibus budget reconciliation acts.

12. The Balanced Budget Act of 1997.

13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Subrecipient agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Agreement, and that it is binding upon the Subrecipient, its successors, transferees, and assignees for the period during which services are provided. The Subrecipient further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

R. Equal Employment Opportunity (EEO) Compliance

To not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

S. Patents, Royalties, Copyrights, Right To Data and Sponsorship Statement

1. The Subrecipient, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Subrecipient. The Subrecipient has no liability when such claim is solely

and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Subrecipient or is based solely and exclusively upon the Agency's alteration of the article.

2. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Subrecipient full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Subrecipient may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Subrecipient and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

3. If the Subrecipient brings to the performance of this Agreement a pre existing patent, patent-pending and/or copyright, the Subrecipient shall retain all rights and entitlements to that pre existing patent, patent-pending and/or copyright, unless this Agreement provides otherwise.

4. If the Subrecipient uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Agreement, the Subrecipient shall disclose, in writing, all intellectual properties relevant to the performance of this Agreement which the Subrecipient knows, or should know, could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Agreement as provided in this section.

5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Subrecipient shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Subrecipient in such a manner as to preserve and protect the legal rights of the Agency.

6. Subrecipients must seek prior approval from the Agency before distributing any form of advertisement/sponsorship materials regarding this Agreement to the public. The Subrecipient shall submit for review and approval to the Agency any written materials, including web-based materials and web site

content, through funds from this Agreement at least thirty (30) calendar days, prior to the targeted dissemination date.

7. Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Agreement shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

8. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Subrecipient.

9. Pursuant to Section 286.25, F.S., all non-governmental Subrecipients must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the Subrecipient shall include the statement: **"Sponsored by SUBRECIPIENT NAME and the State of Florida, Agency for Health Care Administration."** If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.

10. All rights and title to works for hire under this Agreement, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Agreement.

11. The computer programs, materials and other information furnished by the Agency to the Subrecipient hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Subrecipient. The services and products listed in this Agreement shall become the property of the Agency upon the successful applicant's performance and delivery thereof. The Subrecipient hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Subrecipient hereunder, together with the products delivered and services performed by the Subrecipient hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Subrecipient shall not disclose, publish or use same for any purpose other than the purposes provided in this Agreement; however, upon the

Subrecipient first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Subrecipient prior to its receipt from the Agency; (2) became known to the Subrecipient from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Subrecipient shall be free to use and disclose same without restriction. Upon completion of the Subrecipient's performance or otherwise cancellation or termination of this Agreement, the Subrecipient shall surrender and deliver to the Agency, freely and voluntarily, all of the above described information remaining in the Subrecipient's possession.

12. The Subrecipient warrants that all materials produced hereunder will be of original development by the Subrecipient and will be specifically developed for the fulfillment of this Agreement and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Subrecipient shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

13. The terms and conditions specified in this section shall also apply to any sub-agreement made under this Agreement. The Subrecipient shall be responsible for informing the Subrecipient of the provisions of this section and obtaining disclosures.

T. Final Invoice

The Subrecipient must submit the final invoice for payment to the Agency no more than sixty (60) calendar days after this Agreement ends or is terminated. If the Subrecipient fails to do so, all right to payment is forfeited and the Agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Subrecipient and necessary adjustments thereto have been approved by the Agency.

U. Use of Funds for Lobbying Prohibited

To comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of Agreement funds for the purpose of lobbying the Legislature, the judicial branch or a State agency.

V. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment IV**, Business Associate Agreement.

2. The Subrecipient must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.

3. The Subrecipient shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

W. Confidentiality of Information

1. The Subrecipient shall not use or disclose any confidential information, including social security numbers that may be supplied under this Agreement pursuant to law, and also including the identity or identifying information concerning a Medicaid sub-recipient or services under this Agreement for any purpose not in conformity with State and Federal laws, except upon written consent of the sub-recipient, or his/her guardian.

2. All personally identifiable information, including Medicaid information, obtained by the Subrecipient shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Agreement. The Subrecipient must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Subrecipient responsibilities under this Agreement, and is exchanged only for the purpose of conducting a review or other duties outlined in this Agreement.

3. Any patient-specific information received by the Subrecipient can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Subrecipient is retained by the Agency. The Subrecipient must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

4. The Subrecipient's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same

confidentiality requirements as the Subrecipient. If provider-specific data are released to the public, the Subrecipient shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.

5. The Subrecipient and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.

6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

X. Employment

The Subrecipient shall comply with Section 274A of the Immigration and Nationality Act. The Agency will consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

Y. Work Authorization Program

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Subrecipient shall only employ individuals who may legally work in the United States (U.S.) – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Subrecipient shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired by the Subrecipient during the term of this Agreement and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Agreement.

Z. Equipment and Vehicles

1. Reimbursement for the purchase of any vehicles and/or equipment is subject to specific approval from the Agency. The Agency is not responsible for reimbursement of any equipment and/or vehicle purchases made without prior approval of the Agency under the terms and conditions of this Agreement and **Attachment I**, RHTP Initiative Requirements.

2. The Subrecipient affirms its commitment to using any equipment and/or vehicle purchased through this Agreement solely for the purposes of this Agreement and in accordance with **Attachment I,** RHTP Initiative Requirements, throughout the duration of this Agreement.

3. The Subrecipient is responsible for implementation of adequate maintenance procedures to keep the vehicle and/or equipment in good operating condition. Unless otherwise specified, standard maintenance schedules and procedures provided by the manufacturer(s) are to be followed.

4. The Subrecipient is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of the vehicle and/or equipment purchased through this Agreement and held in the Subrecipient's possession for use in this Agreement with the Agency.

AA. Reporting of Violations

Any determination by the Subrecipient that any aspect of health care practice by any provider that might have short-term or long-term detrimental consequences to the health of the sub-recipients shall be reported in writing to the Agency within twenty-four (24) hours of identification. The Subrecipient shall also immediately report:

1. All instances of suspected physical or mental abuse of either adults or children, to the Agency Agreement Manager and to the Department of Children and Families (DCF) hotline at 1-800-962-2873; and

2. All instances of suspected provider and/or sub-recipient fraud to the Agency Agreement Manager and, if applicable, the Medicaid Program Integrity Unit at https://apps.ahca.myflorida.com/InspectorGeneral/fraud_complaintform.aspx or 1-866-966-7226.

BB. Order of Precedence

In the event of conflicts among documents that are part of this Agreement, resolution shall be made as follows:

1. Agency's Grant Agreement (and all incorporated attachments).

2. Agency's Request for Application.

3. Agency's Centers for Medicare and Medicaid Services (CMS) approved application.

4. Subrecipient's final, approved application, which is incorporated herein by reference.

CC. Performance of Services

The Subrecipient shall ensure all services provided under this Agreement will be performed within the borders of the United States and its territories and protectorates. State-owned Data will be processed and stored in data centers that are located only in the forty-eight (48) contiguous United States.

DD. Venue

1. In the event of any legal challenges to this Agreement, the Subrecipient agrees and will consent that hearings and depositions for any administrative or other litigation related to this Agreement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.

2. The Subrecipient (and its successors, including but not limited to its parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledges that this Agreement (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the F.S. and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

3. This Agreement shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Agreement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

EE. Federal/State Laws and Regulations

1. If this Agreement contains Federal Funds, the Subrecipient shall comply with the provisions of Federal law and regulations including, but not limited to Chapter 2 of the Code of Federal Regulations (CFR) and any other final or interim rules, and other applicable regulations.

2. No Federal Funds received in connection with this Agreement may be used by the Subrecipient, or agent acting for the Subrecipient, to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of **$100,000.00**, the Subrecipient must, prior to Agreement execution, complete **Attachment VI,** Certification Regarding Lobbying. If a Disclosure of Lobbying Activities Form, Standard form is required, it may be obtained from the Agency's Agreement Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Agency's Agreement Manager, prior to payment under this Agreement.

3. Pursuant to 2 CFR, Part 376, the Subrecipient must, upon Agreement execution, complete **Attachment V,** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Agreements/Subcontracts.

4. If this Agreement contains State assistance, the Subrecipient shall comply with the provisions set forth in Section 215.971, F.S., to provide quantifiable units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, RHTP Initiative Requirements, to be received and accepted by the Agreement Manager prior to payment.

5. The Subrecipient shall comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure of agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

6. The Subrecipient shall submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.

7. The Subrecipient shall comply with all applicable Federal and State laws and regulations.

FF. IRS Form 990 and Total Executive Compensation Reporting

Attachment VII, IRS Form 990 and Total Executive Compensation Reporting Requirements is hereby incorporated into this Contract. This requirement from Florida Governor's Executive Order 20-44 shall only apply if the Subrecipient is a not for profit organization.

GG. Forced Labor Vendor List

In accordance with section 287.1346, F.S., the Agency may terminate the Agreement if the Subrecipient is placed on the forced labor vendor list.

HH. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Agreement is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

I. THE AGENCY HEREBY AGREES:

A. Agreement Amount

To pay for agreement services according to the conditions of **Attachment I**, RHTP Initiative Requirements, in an amount not to exceed **$##,###.##**, subject to the availability of funds. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

B. Agreement Term

This Agreement shall begin upon execution by both Parties or **START DATE**, (whichever is later) and end on **END DATE**, inclusive.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewal of the Agreement shall be in writing and subject to the same terms and conditions set forth in the initial agreement. A renewal Agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

For Agreements approved through State Legislature and appropriated from the State's General Revenue funds, the availability for Agreement renewal is contingent upon the determination of the Legislature to appropriate and approve these funds for the next fiscal year. The Agency oversees the award, administration and distribution of current funds and is not responsible for determining the amount or availability of future funds.

If funds are appropriated to the Agency for Agreement renewal, the Agency's decision whether to approve or deny renewal will be based upon performance evaluation of the program(s) of the Subrecipient.

C. Agreement Payment

Section 215.422, F.S., provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Agreement or

Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3901, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a Subrecipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.

II. THE SUBRECIPIENT AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

This Agreement may be terminated by the Agency upon no less than thirty (30) calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Due To Lack of Funds

In the event funds to finance this Agreement become unavailable, the Agency may terminate this Agreement upon no less than twenty four (24) clock hours' written notice to the Subrecipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency will be the final authority as to the availability of funds. The Subrecipient shall be compensated for all acceptable work performed up to the time notice of termination is received.

3. Termination for Breach

a. Unless the Subrecipient's breach is waived by the Agency in writing, the Agency may, by written notice to the Subrecipient, terminate this Agreement upon no less than twenty four (24) clock hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If

applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C.

b. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit the Agency's right to remedies at law or to damages.

B. Agreement Managers

1. The Agency's Agreement Manager's contact information is as follows:

NAME
Agency for Health Care Administration
2727 Mahan Drive MS ###
Tallahassee, Florida 32308
(###) ###-###

2. The Subrecipient's Agreement Manager's contact information is as follows:

NAME
ADDRESS
CITY, STATE, ZIP CODE
PHONE NUMBER

3. The Subrecipient shall notify the Agency Agreement Manager in writing within five (5) business days of an Agreement Manager change. Either party may notify the other by email of a change to a designated Agreement Manager and provide the contact information for the newly designated contact. Such notice is sufficient to effectuate this change without requiring a written amendment to the Agreement.

C. Renegotiation or Modification

1. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed during the term of this Agreement. The Parties agree to renegotiate this Agreement if Federal and/or State revisions of any applicable laws, or regulations make changes in this Agreement necessary.

2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
GRANT AGREEMENT

D. Name, Mailing and Street Address of Payee

1. The name (Subrecipient name as shown on Page 1 of this Agreement) and mailing address of the official payee to whom the payment shall be made:

NAME
ADDRESS
CITY, STATE, ZIP CODE

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

NAME
ADDRESS
CITY, STATE, ZIP CODE

E. All Terms and Conditions

This Agreement and its attachments as referenced herein contain all the terms and conditions agreed upon by the Parties.

This Agreement is and shall be deemed jointly drafted and written by all Parties to it and shall not be construed or interpreted against the Party originating or preparing it. Each Party has the right to consult with counsel and has either consulted with counsel or knowingly and freely entered into this Agreement without exercising its right to counsel.

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Agreement No. GFA###

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
GRANT AGREEMENT

IN WITNESS THEREOF, the Parties hereto have caused this #### (##) page Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

SUBRECIPIENT NAME		**STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**	
SIGNED BY:	_____	**SIGNED BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE:	_____	**DATE:**	_____

FEDERAL ID NUMBER (or SS Number for an individual): **###**

SUBRECIPIENT FISCAL YEAR ENDING DATE: **###**

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Number	Description
Attachment	**I**	RHTP Initiative Requirements (## Pages)
Attachment	**II**	Subrecipient's Agency-Approved Application (## Pages)
Attachment	**III**	Special Audit Requirements (8 Pages)
Attachment	**IV**	Business Associate Agreement (5 Pages)
Attachment	**V**	Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion Agreements/Subcontracts (1 Page)
Attachment	**VI**	Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements (1 Page)
Attachment	**VII**	IRS Form 990 and Total Executive Compensation Reporting Requirements (1 Page)

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AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Agency for Health Care Administration (hereinafter "AHCA") to the Subrecipient may be subject to audits and/or monitoring by the AHCA, as described in this document. (Note: This document was developed using language recommended by the Florida Department of Financial Services (DFS-A2-CL as Rev. 11/18) and includes additional information requested by the AHCA.)

MONITORING

1. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by the AHCA staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the AHCA. In the event the AHCA determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the AHCA staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

2. The Subrecipient must complete **EXHIBIT 2,** Audit Compliance Certification, of this attachment and submit to the AHCA's Office of Inspector General at IGSingleaudit@ahca.myflorida.com and the AHCA Agreement Manager within sixty (60) calendar days following the end of the Subrecipient's fiscal year.

   Copies of **EXHIBIT 2** shall be submitted by or on behalf of the Subrecipient directly to each of the following:

   a. Send one (1) electronic copy to the Office of Inspector General at IGSingleaudit@ahca.myflorida.com; and

2. Send one (1) electronic copy to the AHCA Agreement Manager at: [Insert AHCA Agreement Manager's Email Address Here] *Note: It is the Subrecipient's responsibility to send the report to the current AHCA Agreement Manager. As all agreements are subject to amendment/modification, Subrecipients are responsible for forwarding this information to the Agreement Manager named in the Agreement at time of completion of the form. Refer to the current version of the Agreement to confirm the Agreement Manager's contact information prior to submission.*

AUDITS

Part I: Federally Funded

This part is applicable if the Subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

3. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the AHCA by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the AHCA. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

4. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

5. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

6. The Subrecipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at SAM.gov | Assistance Listings. *Note: The content of the CFDA is now available through the Assistance Listings section of the new site – SAM.gov. The acronym "CFDA" as used in this form is hereby understood to refer to the Assistance Listings found at SAM.gov.*

Part II: State Funded

This part is applicable if the Subrecipient is a nonstate entity as defined in section 215.97(2), F.S.

7. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the AHCA by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the AHCA, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

9. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

10. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Subrecipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa/.

Part III: Other Audit Requirements

Refer to Executed Agreement sections pertaining to Federal Regulations, State Laws and Rules, and Audit and Records.

Part IV: Report Submission

11. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

    The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

12. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

    a. The AHCA at each of the following addresses:

        1) Send one (1) electronic copy and management letter, if issued, to the Office of Inspector General at IGSingleaudit@ahca.myflorida.com; and

        13. Send one (1) electronic copy and management letter, if issued, to the AHCA Agreement Manager at: [Insert AHCA Agreement Manager's Email Address Here] Note*: It is the Subrecipient's responsibility to send the report to the current AHCA Agreement Manager. As all agreements are subject to amendment/modification, Subrecipients are responsible for forwarding this information to the Agreement Manager named in the Agreement at time of completion of the report. Refer to the current version of the Agreement to confirm the Agreement Manager's contact information prior to submission.*

    a. The Auditor General's Office at the following address:

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

        The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

14. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

    a. The AHCA at each of the following addresses:

        1) Send one (1) electronic copy and management letter, if issued, to the Office of Inspector General at IGSingleaudit@ahca.myflorida.com; and

        15. Send one (1) electronic copy and management letter, if issued, to the AHCA Agreement Manager at: [Insert AHCA Agreement Manager's Email Address Here] Note*: It is the Subrecipient's responsibility to send the report to the current AHCA Agreement Manager. As all agreements are subject to amendment/modification, Subrecipients are responsible for forwarding this information to the Agreement Manager named in the Agreement at time of completion of the report. Refer to the current version of the Agreement to confirm the Agreement Manager's contact information prior to submission.*

a. The Auditor General's Office at the following address:

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

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

16. Any reports, management letters, or other information required to be submitted to the AHCA pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

17. Subrecipients, when submitting financial reporting packages to the AHCA for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

Part V: Record Retention

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of ten fiscal years (10) from the date the audit report is issued, and shall allow the AHCA, or its designee, the CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to the AHCA, or its designee, the CFO, or Auditor General upon request for a period of ten (10) years from the date the audit report is issued, unless extended in writing by the AHCA.

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AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

Federal Funds Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:
NOTE: If the resources awarded to the Subrecipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program Number	Federal Agency	Assistance Listing Number	Assistance Listing Title	Funding Amount	State Appropriation Category
				$	
				$	
				$	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

The Subrecipient shall comply with the program requirements described in the Office of Management and Budget (OMB) 2 CFR 200, Subpart F, Appendix XI - Compliance Supplement.

State Funds Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:
NOTE: If the resources awarded to the Subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program Number	Federal Agency	Assistance Listing Number	Assistance Listing Title	Funding Amount	State Appropriation Category
				$	
				$	
				$	

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AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

State Funds Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following Funds Subject to Section 215.97, F.S.:
NOTE: If the resources awarded to the Subrecipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title	Funding Amount	State Appropriation Category
					$	
					$	
					$	

Total Award:	**$**	

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

The Subrecipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at: https://apps.fldfs.com/fsaa/catalog.aspx and the State Projects Compliance Supplement located at: https://apps.fldfs.com/fsaa/compliance.aspx.

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EXHIBIT 2
AUDIT COMPLIANCE CERTIFICATION

(To be completed and submitted within sixty (60) calendar days following the end of the Subrecipient's fiscal year end date.)

Subrecipient Information

Subrecipient Name:

FEID#: Subrecipient Fiscal Year End Date:

Contact Information for Authorized Representative

Name:

Email Address: Telephone Number:

1. Did the Subrecipient expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, etc.) between Subrecipient and the Agency for Health Care Administration (Agency)? ☐Yes ☐No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Subrecipient expend **$750,000.00** or more in federal awards (from the Agency and all other sources of federal awards combined) during its fiscal year? ☐Yes ☐No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or project-specific audit requirements of 2 Code of Federal Regulations (CFR) 200, Subpart F, as revised.

2. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, etc.) between Subrecipient and the Agency for Health Care Administration (Agency)? ☐Yes ☐No

   If the above answer is yes, also answer the following before proceeding to item 3:

   Did the Subrecipient expend **$750,000.00** or more of state financial assistance (from the Agency and all other sources of state financial assistance combined) during its fiscal year? ☐Yes ☐No

   If yes, Subrecipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of Section 215.97, Florida Statutes (F.S.), and the applicable rules of the Florida Department of Financial Services and the Auditor General.

3. By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative Date

Printed Name of Authorized Representative	Title

ATTACHMENT IV
BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the SUBRECIPIENT is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The SUBRECIPIENT certifies and agrees as to abide by the following:

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.

    a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the SUBRECIPIENT from, or on behalf of, the Agency.

    b. Electronic Protected Health Information (e-PHI). For purposes of this Attachment, electronic protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164 (The Security Rule), limited to the electronic information created, received, maintained or transmitted by the SUBRECIPIENT from, or on behalf of, the Agency.

    c. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.

    d. Confidentiality. For the purposes of this Attachment, confidentiality refers to when electronic protected health information is not made available or disclosed to unauthorized persons or processes.

    e. Integrity. For the purposes of this Attachment, integrity means that electronic protected health information has not been altered or destroyed in an unauthorized manner.

    f. Availability. For the purposes of this Attachment, availability refers to electronic health information remaining accessible and usable upon demand by an authorized person.

2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic ad Clinical Health (HITECH) Act, requires a Business Associate (SUBRECIPIENT) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164) and comply with 45 C.F.R. 162 as applicable.

3. Use and Disclosure of Protected Health Information. The SUBRECIPIENT shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The SUBRECIPIENT shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The SUBRECIPIENT will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The SUBRECIPIENT will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the SUBRECIPIENT creates, receives, maintains, or transmits on behalf of the Agency.

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The SUBRECIPIENT is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the SUBRECIPIENT or to carry out the legal responsibilities of the SUBRECIPIENT, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the SUBRECIPIENT obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the SUBRECIPIENT of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

5. Disclosure to Third Parties. The SUBRECIPIENT will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The SUBRECIPIENT shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the SUBRECIPIENT on behalf of the Agency, agrees to the same terms, conditions, and restrictions that apply to the SUBRECIPIENT with respect to protected health information. The SUBRECIPIENT's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).

6. Access to Information. The SUBRECIPIENT shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R.164.524.

7. Amendment and Incorporation of Amendments. The SUBRECIPIENT shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.

8. Accounting for Disclosures. The SUBRECIPIENT shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The SUBRECIPIENT shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.

9. Privacy Protection. The SUBRECIPIENT shall permit an individual to request a restriction on the use and disclosure of protected health information about the individual to carry out treatment, payment, or health care operations; and disclosures permitted under 164.510(b) in accordance with 45 C.F.R. 164.522. The SUBRECIPIENT shall permit an individual to request to receive communications of protected health information from the SUBRECIPIENT by alternative means or at alternative locations in accordance with 45 C.F.R. 164.522.

10. Access to Books and Records. The SUBRECIPIENT shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the SUBRECIPIENT on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.

11. Reporting. The SUBRECIPIENT shall make a good faith effort to identify any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information, or e-PHI, not provided for in this Contract.

    a. To Agency. The SUBRECIPIENT will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within ten (10) business days of discovery, any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information, or e-PHI, not provided for in this Contract of which the SUBRECIPIENT is aware. The SUBRECIPIENT will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within twenty-four (24) hours of discovery, any security incident of which the SUBRECIPIENT is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by the SUBRECIPIENT to have been, accessed, acquired, used, or disclosed during such breach.

    b. To Individuals. In the case of a breach of protected health information discovered by the SUBRECIPIENT, the SUBRECIPIENT shall first notify the Agency of the pertinent details of the breach and upon prior review by the Agency shall notify each individual whose unsecured protected health information has been or is reasonably believed by the SUBRECIPIENT to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting for a period of at least 90 days on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the SUBRECIPIENT to require urgency because of possible imminent misuse of

unsecured protected health information, the SUBRECIPIENT may also provide information to individuals by telephone or other means, as appropriate.

c. To Media. In the case of a breach of protected health information discovered by the SUBRECIPIENT where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior review by the Agency, the SUBRECIPIENT shall provide notice to prominent media outlets serving the State, relevant portion of the State, or jurisdiction involved.

d. To Secretary of Health and Human Services (HHS). The SUBRECIPIENT shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.

i. SUBRECIPIENTs Who Are Covered Entities. In the event of a breach by the SUBRECIPIENT, or a contractor or subcontractor of the SUBRECIPIENT, and the SUBRECIPIENT is a HIPAA covered entity, the SUBRECIPIENT, not the Agency, shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The SUBRECIPIENT shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, at least 5 business days prior to filing notice with the Secretary of HHS the SUBRECIPIENT shall provide a copy of the notice and breach risk assessment to the Agency for review. Upon prior review by the Agency of the notice and breach risk assessment, the SUBRECIPIENT shall file the notice with the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(b) and contemporaneously submit a copy of said notification to the Agency. If the breach was with respect to less than 500 individuals, the SUBRECIPIENT shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit a copy of said notification to the Agency.

e. Content of Notices. All notices required under this Attachment shall include the content set forth in 42 U.S.C. 17932(f) and 45 C.F.R. 164 Subpart D, except that references therein to a “covered entity” shall be read as references to the SUBRECIPIENT.

f. Financial Responsibility. The SUBRECIPIENT shall be responsible for all costs related to the notices required under this Attachment.

g. Other Reporting. The SUBRECIPIENT shall comply with any other applicable reporting requirements in conformity with federal and state laws. If notifications are made under any such laws, copies of said notifications shall be provided contemporaneously to the Agency.

12. Mitigation. SUBRECIPIENT shall mitigate, to the extent practicable, any harmful effect that is known to the SUBRECIPIENT of a use or disclosure of protected health information in violation of this Attachment.

ATTACHMENT IV
BUSINESS ASSOCIATE AGREEMENT

13. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Attachment is included, and/or to terminate this Contract.

14. Effect of Termination. At the termination of this Contract, the SUBRECIPIENT shall return all protected health information that the SUBRECIPIENT still maintains in any form, including any copies or hybrid or merged databases made by the SUBRECIPIENT; or with prior written approval of the Agency, the protected health information may be destroyed by the SUBRECIPIENT after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the SUBRECIPIENT must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the SUBRECIPIENT agrees to protect the protected health information and treat it as strictly confidential.

The SUBRECIPIENT has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

SUBRECIPIENT NAME

SIGNED BY: _____ **DATE:** _____

NAME: _____ **TITLE:** _____

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ATTACHMENT V

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

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

INSTRUCTIONS

1. Each Subrecipient whose contract/subcontract equals or exceeds $25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Subrecipients who audit federal programs must also sign, regardless of the contract amount. The Agency for Health Care Administration cannot contract with these types of Subrecipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The Subrecipient shall provide immediate written notice to the contract manager at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The Subrecipient agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The Subrecipient further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal monies, to submit a signed copy of this certification.
7. The Agency for Health Care Administration may rely upon a certification of a Subrecipient that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

(1) The prospective Subrecipient certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective Subrecipient is unable to certify to any of the statements in this certification, such prospective Subrecipient shall attach an explanation to this certification.

_____ _____

Signature Date

_____

Name and Title of Authorized Signer

ATTACHMENT VI
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 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 undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

_____ _____

Signature Date

_____ _____

Name of Authorized Individual Application or Contract Number

_____

Name and Address of Organization

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ATTACHMENT VII
IRS FORM 990 AND EXECUTIVE COMPENSATION REPORTING REQUIREMENTS

In accordance with Executive Order 20-44, which requires executive agencies to submit a list of entities named in statute with which a State agency must form a sole-source, public-private agreement, or an entity that, through contract or other agreement with the State, annually receives fifty percent (50%) or more of their budget from the State or from a combination of State and Federal funds; any Subrecipient that meets one or both of the criteria listed must submit to the Agency an annual report, including the most recent IRS Form 990, detailing the total compensation for each member of the Subrecipient's executive leadership teams.

Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, Subrecipient must inform the Agency of any changes in total executive compensation between the annual reports within sixty (60) days of any change taking effect. All compensation reports must indicate what percentage of compensation comes directly from the State and/or Federal allocations to the Subrecipient.

The annual report must be submitted to the Agency's Contract Manager and emailed to CATS.Help@ahca.myflorida.com within one hundred and eighty (180) calendar days after the end of the Subrecipient's tax year. This requirement shall survive the Agreement end date until the final annual report is submitted to the Agency, and the Agency has provided written acceptance of the final annual report. If the Subrecipient fails to submit the annual report, the Agency will impose liquidated damages, as specified below in Table 1, Performance Standard and Liquidated Damage.

TABLE 1
PERFORMANCE STANDARD AND LIQUIDATED DAMAGE

Performance Standard Requirement	Liquidated Damages to be Imposed
The Subrecipient shall submit an annual report that meets the requirements of this Attachment of the Agreement.	**$100.00** per day for each day past the due date until the annual report is submitted to the Agency.

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