



# **CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC.**

## **REQUEST FOR PROPOSAL (RFP)**

**Audit Services for Five Fiscal Years (FY 2025–2026 through FY 2029–2030)**

**RFP #252601AS**

**Release Date: March 6, 2026**

**Contact Person:**

**Janet Higgins-Weston, Senior Contract Manager– Quality**

**719 US Highway 301 South**

**Tampa, FL 33619**

**[Procurement@cfbhn.org](mailto:Procurement@cfbhn.org)**



719 South US Highway 301, Tampa, FL 33619 • phone: 813-740-4811 fax: 813-740-4821 • [www.cfbhn.org](http://www.cfbhn.org)

Central Florida Behavioral Health Network is a Managing Entity contracted with the Department of Children and Families

## Solicitation of Responses

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### 1. Introduction

#### 1.1 Statement of Need

Central Florida Behavioral Health Network (CFBHN) is soliciting proposals from qualified, independent public accounting firms to provide annual audit services for the fiscal years beginning July 1, 2025 through June 30, 2030.

CFBHN is a not-for-profit Managing Entity contracted by the Florida Department of Children and Families (DCF) to administer state and federal behavioral health funding. The organization is subject to extensive financial, compliance, and reporting requirements.

The Vendor must demonstrate substantial experience in governmental and not-for-profit auditing, including Single Audits under Uniform Guidance.

#### 1.2 Authority

This solicitation is issued pursuant to §287.057, F.S., §394.9082, F.S., and CFBHN's Managing Entity Contract (QHME2) with the Florida Department of Children and Families (DCF). The Vendor must comply with all applicable Federal and State laws, regulations and program guidelines. The Vendor must also comply with any other applicable Federal or State laws, court orders, administrative rules that may be enacted during the service period of the anticipated contract.

#### 1.3 Term of Contract

The initial contract term covers five (5) fiscal years:

- FY 2025–2026
- FY 2026–2027
- FY 2027–2028
- FY 2028–2029
- FY 2029–2030

Renewal/Extension (Contingent on DCF Contract). CFBHN may, at its sole discretion, extend the resulting contract for additional period(s) beyond the initial term only to the extent necessary to align with any renewal, extension, or successor agreement between CFBHN and DCF for Managing Entity services. Any extension is contingent upon: (i) renewal/extension of CFBHN's DCF contract, (ii) continued need for services, (iii) satisfactory performance, (iv) availability of funding, and (v) CFBHN Board approval, as applicable. In no event shall any extension extend beyond the termination date of CFBHN's DCF contract (including any extensions). CFBHN will exercise any extension, if at all, by written notice to the Vendor.

#### 1.4 Single Point of Contact





This RFP is issued by CFBHN. All communication regarding this solicitation must be directed exclusively to:

Janet Higgins-Weston, Senior Contract Manager– Quality  
Central Florida Behavioral Health Network, Inc.  
719 South US Highway 301  
Tampa, FL 33619  
Email: [procurement@cfbhn.org](mailto:procurement@cfbhn.org)

Vendor inquiries must be submitted via email by the deadline specified in **Section 6.1** and must include the subject line: 'RFP 252601AS – Inquiries.' Questions submitted by fax or U.S. Mail will not be accepted. Responses requiring clarification or resulting in an addendum will be posted at: <https://www.cfbhn.org/contracting-procurement/>.

### **1.5 Restriction on Communications (Cone of Silence)**

Pursuant to §287.057(25), F.S., and the terms of this RFP, all communications regarding this solicitation shall be directed exclusively to the designated Single Point of Contact identified herein.

From the date of release of this RFP through the end of the 72-hour period following the official posting of the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, Vendors and their representatives shall not contact any CFBHN board member, officer, employee, agent, evaluation team member, or consultant regarding any aspect of this solicitation, except in writing to the designated Single Point of Contact.

Any violation of this restriction may result in rejection of the Vendor’s proposal as non-responsive and may subject the Vendor to disqualification from this procurement.

### **1.6 General Information**

CFBHN requires all interested Vendors to submit a Letter of Intent to Apply. Submission of a timely Letter of Intent to Apply is a mandatory condition of responsiveness. Vendors that fail to submit the Letter of Intent by the stated deadline shall be deemed non-responsive and shall not be eligible to submit a proposal or be considered for award. This requirement is not subject to waiver.

CFBHN will acknowledge receipt of each Letter of Intent to Apply by return email. Acknowledgment confirms receipt only and does not constitute a determination of timeliness or responsiveness.

If only one Letter of Intent is received, CFBHN reserves the right to cancel this RFP and proceed directly to negotiations with that Vendor.

Following the receipt of Notices of Intent, CFBHN will request, receive, and evaluate detailed responses from Vendors that meet all eligibility requirements. CFBHN reserves all rights described in **Section 7** (Additional Provisions) of this RFP.



## 2. Scope of Services

The Vendor shall perform an annual financial and compliance audit of CFBHN in accordance with:

- Generally Accepted Auditing Standards (GAAS)
- Government Auditing Standards (GAGAS – Yellow Book)
- Uniform Guidance (2 CFR Part 200)
- Uniform Administrative Requirements
- Chapter 65E-14, Florida Administrative Code
- Rules of the Auditor General, Chapter 10.650
- Requirements set forth in contracts awarded by the State of Florida

### 2.1 Required Audit Services

- Audit of annual financial statements
- Single Audit (if applicable)
- Review and testing of internal controls
- Compliance testing of federal awards
- Compliance testing of state grants and appropriations
- Reporting on major and non-major programs
- Communication of audit findings and recommendations

### 2.2 Documents Available Upon Request

- Audit for fiscal year ending 2025
- Benchmark report for FY 2022
- IRS Form 990 for 2024
- Florida Administrative Code 65E-14.

## 3. Required Deliverables

### 3.1 Annual Audit Reports

- Independent Auditor's Report on Financial Statements and Supplementary Information
- Independent Auditor's Report on Internal Control over Financial Reporting and Compliance (Government Auditing Standards)
- Independent Auditor's Report on Compliance for each major federal program and state project, including controls over compliance (Uniform Guidance and Chapter 10.650)
- Schedule of Findings and Questioned Costs
- Management Letter
- Any additional or supplemental reports required by DCF or the Auditor General

### 3.2 Additional Required Deliverables

- Preparation and filing of IRS Form 990 annually

- Data Analytics & Benchmarking Report comparing CFBHN to the other six Managing Entities.
- Presentation of Data Analytics & Benchmarking Report to the Board of Directors

#### 4. Audit Timeline Requirements

##### 4.1 Interim Fieldwork

- Occurs in June or early July and must be fully completed no later than July 10 of each contract year.

##### 4.2 Final Fieldwork

- Must be completed no later than November 10 of each contract year.

##### 4.3 Draft Audit Review

- Draft audit to be reviewed with CEO, CFO, and Director of Finance prior to Thanksgiving of each contract year.

##### 4.4 Annual Presentations

- Finance Committee: Early December (dates provided based on committee schedule)
- Board of Directors: December meeting

The specific start and on-site dates will be mutually agreed upon following contract award, based on operational needs and auditor availability.

Failure to meet the required timeframes without prior written approval from CFBHN may constitute a material breach.

#### 5. Proposal Submission Requirements

##### 5.1 General Requirements

Vendors must submit complete proposals no later than the deadline specified in **Section 6.1**. Only timely and responsive submissions will be evaluated in accordance with the criteria set forth in **Section 6.2**.

Submission of a proposal constitutes the Vendor's acknowledgment that it has read and agrees to the terms and conditions of this RFP. CFBHN's rights with respect to rejection, modification, cancellation, negotiation, or rebidding are set forth in **Section 7** (Additional Provisions).

##### 5.2 Proposal Content Requirements

Vendors are responsible for ensuring that their Proposal is complete, accurate, and submitted in strict accordance with the requirements of this Section. Failure to comply may result in the Proposal being deemed non-responsive.

#### A. Title Page

The first page must include:



- Signed transmittal letter on firm letterhead, executed by an individual authorized to bind the Vendor to the terms of the proposal for the 90-day validity period.
- RFP Number.
- Response Title.
- Vendor's Legal Name.
- Contact information for the individual responsible for inquiries (name, title, phone, mailing address, and email).
- Project Director's Name (if known).

#### **B. Executive Summary (1 page)**

- Overview of the Vendor's qualifications and key strengths.

#### **C. Vendor Qualifications & Experience**

- Experience auditing DCF-funded programs
- Experience auditing federal awards and conducting federal Single Audits
- Not-for-profit audit experience
- List of current governmental and nonprofit clients
- Experience with managing entities or similar quasi-governmental organizations

#### **D. Organizational Capabilities**

- Vendor history
- Office location serving this engagement
- Size and staffing levels
- Range of services offered
- Most recent peer review report

#### **E. Engagement Team**

- Organizational chart for the engagement team
- Identification of Engagement Partner, Audit Manager, and In-Charge Auditor
- Relevant experience of assigned staff
- Confirmation of availability to meet required timelines

#### **F. Personnel Continuity**

- Staffing change policy
- Commitment to assigned personnel continuity
- CFBHN's right to request staff changes (including partner) overseeing the audit
- Succession planning



## G. Independence & Regulatory Compliance

- Written statement of affirming independence
- Disclosure of sanctions, disciplinary actions, or litigation within past five years
- Confirmation of licensure to conduct business in the State of Florida
- Confirmation of compliance with Government Auditing Standards
- Vendor must maintain independence for the entire term in accordance with applicable GAAS and Government Auditing Standards. If Vendor proposes to provide any non-audit services (including but not limited to IRS Form 990 preparation and benchmarking/analytics), Vendor must describe the safeguards to preserve independence and document management's acceptance of responsibility for those services. CFBHN management shall assume all management responsibilities for any non-audit services provided.

## H. Proposed Fee

- Annual fixed fee by fiscal year
- Separate pricing for: Financial audit; Single Audit; IRS Form 990; Benchmarking/Data analytics
- Hourly rates (if applicable)
- Out-of-pocket expense policy
- Any start-up costs
- Fees for each fiscal year may not exceed the accepted RFP pricing
- Compensation for services shall be a fixed price for each year of the five-year term of the agreement. The fixed fee shall include a minimum number of hours to be allocated to the partner-in-charge, supervising manager, and field staff. Upon request, the Vendor will provide CFBHN with a statement of chargeable hours to substantiate billings. If CFBHN exercises any renewal/extension, compensation for the renewal/extension period shall be negotiated in writing prior to the exercise of the renewal/extension. CFBHN is under no obligation to exercise any renewal/extension.

## 5.3 Proposal Format Requirements

Responses must:

- Be typed and double-spaced on standard 8.5" x 11" pages.
- Use Calibri, 12-point font with 1-inch margins.
- Include page numbers in a clear, consistent format.
- Number and reference all figures, tables, and charts.

Proposals must be submitted electronically in a single, searchable PDF format. The file must be text-searchable (not scanned images only) and accessible without password protection or encryption.

## 5.4 Proposal Submission

Proposals must be submitted electronically via email to [procurement@cfbhn.org](mailto:procurement@cfbhn.org) and include the RFP number

and title in the subject line.

All responses must be received by CFBHN by the deadline specified in **Section 6.1**. Submissions received after the designated date, time, or location will not be accepted. Any response submitted shall remain a valid offer for at least 90 days after the response submission date. No changes, modifications, or additions to the response submitted (after the deadline for response opening has passed) will be accepted by or be binding on CFBHN.

#### **5.4.1 Confirmation of Receipt**

CFBHN will acknowledge receipt of electronic proposals submitted in accordance with this RFP by return email. The confirmation will indicate only that the submission was received at the designated email address and will not constitute a determination of timeliness, responsiveness, or completeness.

Vendors are solely responsible for ensuring that proposals are successfully delivered prior to the submission deadline. If a Vendor does not receive a confirmation of receipt within one (1) hour of submission during normal business hours, the Vendor should immediately contact the Single Point of Contact. Failure to receive confirmation does not extend the submission deadline.

#### **5.5 Mandatory Criteria**

The following are mandatory conditions of responsiveness:

1. The Letter of Intent to Apply was received by the deadline specified in **Section 6.1**.
2. The Proposal was received by the deadline specified in **Section 6.1**.

Failure to meet either requirement will render the Proposal non-responsive.

#### **5.6 No Vendor Terms.**

By submitting a Proposal, Vendor acknowledges and agrees that any pre-printed terms, engagement letters, click-through terms, or other Vendor standard terms and conditions shall have no force or effect unless expressly accepted in writing by CFBHN. A Proposal that is conditioned upon CFBHN's acceptance of Vendor terms may be rejected as non-responsive.

#### **6. Evaluation Process**

If two or more Vendors receive identical final composite evaluation scores following completion of the written proposal evaluation, CFBHN may require the tied Vendors to participate in an oral presentation before the Audit Committee.

Only Vendors whose final evaluation scores are tied and whose scores are within the competitive range for award consideration will be invited to present.

Written notice of the presentation requirements, format, time limitations, evaluation criteria, and scheduling

details will be provided to the affected Vendors following determination of the tie.

Oral presentations may be scored and used as a tie-breaking mechanism. The final award recommendation shall be based on the combined results of the written evaluation and, if applicable, the presentation evaluation.

### 6.1 RFP Schedule and Deadlines

Activity	Date	Time	Address
<b>Request for Proposal (RFP) Released</b>	March 6, 2026	N/A	CFBHN's website: <a href="https://www.cfbhn.org/contracting-procurement/">https://www.cfbhn.org/contracting-procurement/</a>
<b>Submission of Written Inquiries</b>	March 11, 2026	5:00 PM	Janet Higgins-Weston, Senior Contract Manager– Quality <a href="mailto:Procurement@cfbhn.org">Procurement@cfbhn.org</a>
<b>Posting of Responses to Inquiries</b>	March 13, 2026	5:00 PM	CFBHN's website: <a href="https://www.cfbhn.org/contracting-procurement/">https://www.cfbhn.org/contracting-procurement/</a>
<b>Letter of Intent to Apply</b>	March 18, 2026	4:00 PM	Janet Higgins-Weston, Senior Contract Manager– Quality <a href="mailto:Procurement@cfbhn.org">Procurement@cfbhn.org</a>
<b>Electronic Proposal Submission Deadline</b>	March 30, 2026	5:00 PM	Janet Higgins-Weston, Senior Contract Manager– Quality <a href="mailto:Procurement@cfbhn.org">Procurement@cfbhn.org</a>
<b>Mandatory Criteria Review</b>	March 30, 2026	N/A	N/A
<b>*Evaluation Team Meeting / Proposal Distribution</b>	TBD	TBD	Addendum to be posted once finalized.
<b>Evaluation Period</b>	April 6–May 4, 2026	N/A	N/A
<b>Debriefing Meeting</b>	May 4, 2026	TBD	<i>Information to be sent to evaluation team.</i>
<b>Posting of Scores &amp; Notice of Intent to Award</b>	May 5, 2026	N/A	CFBHN's website: <a href="https://www.cfbhn.org/contracting-procurement/">https://www.cfbhn.org/contracting-procurement/</a>
<b>72-Hour Protest Period</b>	May 5–7, 2026	N/A	N/A
<b>Notice of Award</b>	May 8, 2026	4:00 PM	CFBHN's website:

Activity	Date	Time	Address
			<a href="https://www.cfbhn.org/contracting-procurement/">https://www.cfbhn.org/contracting-procurement/</a>
<b>Negotiation Period/Discussion</b>	May 13-19, 2026	TBD	CFBHN 719 South US Highway 301 Tampa, FL 33619
<b>Effective Date of Contract</b>	June 1, 2026	N/A	N/A
*All Vendors are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public as provided in Chapter 286, F.S., and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from Vendors or other members of the public.			
**The Teams Meeting works best through either a download of the application or opening the link through Microsoft Edge.			
All times in the Schedule of Activities are local times for the Eastern Time Zone.			

## 6.2 Evaluation Scoring Rubric

Proposals will be evaluated using the criteria below. CFBHN may request presentations only as part of tie-breaking under **Section 6**.

Evaluation Criteria
<p><b>1. The Vendor’s Experience with Managing Entity and/or Governmental Pass-Through Grant Administrator Experience</b></p> <ul style="list-style-type: none"> <li>• 20 pts = 5+ years auditing comparable Managing Entities; multiple current clients; detailed scope alignment</li> <li>• 15 pts = 3–4 years comparable experience; at least one similar client</li> <li>• 10 pts = 1–2 years limited comparable experience</li> <li>• 0 pts = No directly comparable experience</li> </ul>
<p><b>2. The Vendor’s Experience with Large Expenditures (&gt;\$50M in total entity expenditures)</b></p> <ul style="list-style-type: none"> <li>• 10 pts = 3+ clients exceeding \$50M in total entity expenditures</li> <li>• 7 pts = 1–2 clients exceeding \$50M in total entity expenditures</li> <li>• 3 pts = Experience with entities between \$25–50M in total entity expenditures</li> <li>• 0 pts = No comparable experience</li> </ul>
<p><b>3. Technical Compliance &amp; Regulatory Expertise</b></p> <ul style="list-style-type: none"> <li>• 20 pts = Extensive documented experience; no findings in most recent peer review; deep Florida-specific expertise</li> </ul>

Evaluation Criteria
<ul style="list-style-type: none"> <li>• 15 pts = Strong experience; minor peer review findings</li> <li>• 10 pts = General compliance experience but limited Florida-specific depth</li> <li>• 0 pts = Does not clearly demonstrate compliance capacity</li> </ul>
<p><b>4. Engagement Team Strength &amp; Continuity</b></p> <ul style="list-style-type: none"> <li>• 15 pts = Named partner &amp; manager committed 2+ years; strong resumes; low turnover history</li> <li>• 10 pts = Named team but limited commitment guarantees</li> <li>• 5 pts = Team not fully identified</li> <li>• 0 pts = No commitment</li> </ul>
<p><b>5. Fee Structure &amp; Cost Proposal</b></p> <p>Lowest responsive bidder receives full 15 points. Other firms receive: Score = (Lowest Cost ÷ Vendor's Cost) × 15</p>
<p><b>6. Staffing Capacity &amp; Ability to Meet Deadlines</b></p> <ul style="list-style-type: none"> <li>• 10 pts = Detailed staffing plan; local team; confirmed availability</li> <li>• 5 pts = General staffing assurances</li> <li>• 0 pts = Insufficient staffing plan</li> </ul>

### 6.3 Posting of Notices

Official notices, decisions, and related procurement information will be posted electronically at: <https://www.cfbhn.org/contracting-procurement/>.

### 6.4 Withdrawal of Responses

A Vendor may request withdrawal of its proposal within 72 hours after the Electronic Proposal Submission Deadline listed in **Section 6.1**, if the request is submitted via email and demonstrates an obvious error, making performance impossible.

### 6.5 Notice of Contract Award

CFBHN intends to award the contract to the responsive Vendor whose proposal best meets the criteria in **Section 6.2**. CFBHN may consider any information reflecting a Vendor's capability, integrity, and reliability. Award is contingent upon successful contract negotiations.

### 6.6 Receipt, Rejection, and Waiver of Minor Irregularities

Responses must be received at the specified location, date, and time. Late responses will be rejected and will not be considered.



CFBHN may waive minor irregularities or technical deficiencies in a response when such waiver is in the best interest of CFBHN and does not materially affect the competitive nature of the procurement. Additional rights and reservations are set forth in **Section 7** of this RFP.

### **6.7 Protests and Disputes – Filing a Protest**

Vendors adversely affected by a solicitation or award decision may file a Notice of Intent to Protest with the Senior Contract Manager– Quality within 72 hours of the official posting, excluding weekends and state holidays. Failure to file within this period waives the right to protest.

A Formal Protest must then be submitted within 10 days of filing the notice and must include the required bond.

### **6.8 Protest Bond Requirements**

A bond equal to 1% of the estimated contract amount must be posted. CFBHN will provide the estimate within 72 hours of receiving the notice. The estimate is not subject to protest.

### **6.9 Content of a Formal Protest**

The formal written protest must include Vendor identification, explanation of impact, details of notice received, facts and law supporting the protest, disputed material facts, requested relief, and any additional relevant information.

### **6.10 CFBHN’s Response and Resolution Process**

Upon receiving a protest, the solicitation or award process may be suspended. The Senior Contract Manager– Quality will consult legal counsel.

Informal resolutions may occur within seven business days. If unresolved, a final decision will be made within ten business days, or the matter may be referred to the CFBHN Board of Directors.

## **7. Additional Provisions**

### **7.1 Procurement Rights and General Conditions**

CFBHN reserves the right, in its sole discretion and in accordance with applicable law, at any time prior to contract execution, to:

- Reject any or all proposals;
- Cancel or withdraw this RFP;
- Modify, amend, or clarify the scope of services or solicitation requirements;
- Request additional information or clarification from any Vendor;
- Waive minor irregularities or technical deficiencies that do not materially affect the procurement process;
- Re-issue or rebid this solicitation;

- Negotiate with one or more Vendors;
- Award a contract in whole or in part; or
- Decline to make an award if deemed in the best interest of CFBHN.

Issuance of this RFP does not obligate CFBHN to award a contract or to enter into any agreement.

Any failure to comply with the material requirements of this RFP or the resulting contract may constitute a material breach and may result in termination or other remedies available under law or contract.

## 7.2 Grounds for Disqualification

CFBHN reserves the right to reject a proposal or disqualify a Vendor if any of the following conditions apply:

### 1. Failure to Meet Mandatory Requirements

The Vendor did not meet all mandatory requirements specified in **Section 5.5**.

### 2. Suspension or Debarment

The Vendor is barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, F.S.

### 3. Criminal Conduct

The Vendor is under investigation, indictment, or has been convicted of a crime within the past five (5) years that adversely affects its ability to provide services or properly manage public funds.

### 4. Prior Contract Termination

The Vendor has had a contract terminated by CFBHN or DCF for cause or unsatisfactory performance.

### 5. Failure to Implement Corrective Action

The Vendor failed to implement a corrective action plan approved by CFBHN, DCF, or another governmental entity after receiving proper notice.

### 6. Statutory Ineligibility

The Vendor is ineligible for contracting pursuant to s. 215.473(2), F.S.

### 7. The Vendor failed to correct unsatisfactory performance under a prior contract with a governmental entity after receiving notice and opportunity to cure, consistent with the responsibility standards set forth in §287.057, F.S.

### 8. The Vendor failed or refused to execute a contract awarded pursuant to a competitive procurement.

### 9. The Vendor is listed on the Suspended Vendors List (§287.1351, F.S.), the Convicted Vendors List pursuant to §287.133, F.S., the Discriminatory Vendors List pursuant to §287.134, F.S., or is suspended

or debarred under federal law, including 2 CFR Part 180 and 2 CFR Part 3000, as reflected in the federal System for Award Management (SAM).

10. The Vendor or its representatives have violated the communication restrictions applicable to this solicitation pursuant to §287.057(25), F.S., or as otherwise set forth in this RFP.
11. The Vendor has submitted materially false, misleading, incomplete, or fraudulent information in response to this RFP, which may subject the Vendor to penalties under §837.06, F.S., 18 U.S.C. §1001, or other applicable state or federal law.
12. CFBHN determines, pursuant to §287.057, F.S., and §287.012(25), F.S., that the Vendor is not a responsible Vendor due to financial instability, inadequate resources, lack of integrity, insufficient experience, or inability to meet contract requirements.

### 7.3 Cost of Proposal Preparation

CFBHN is not responsible for any costs incurred in the preparation, submission, or presentation of a proposal.

### 7.4 Equipment Requirements

The Vendor shall be solely responsible for procuring and maintaining all equipment, supplies, and related materials necessary to fulfill its contractual obligations. This includes, but is not limited to, computers, telecommunication devices, office equipment, and associated supplies.

### 7.5 Records and Documentation

#### 7.5.1 Public Records Compliance

Any information used or generated under the resulting contract that meets the definition of a public record under Chapter 119, F.S., must be made available for inspection and copying as required by law.

Failure to comply with public-records requirements may constitute a material breach.

The Vendor must promptly notify CFBHN of any public-records requests that may reasonably be expected to attract media attention.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-740-4811, OR BY EMAIL AT [RMLO@CFBHN.ORG](mailto:RMLO@CFBHN.ORG), OR BY MAIL AT: CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC., 719 US HIGHWAY 301 SOUTH, TAMPA, FL 33619.**

#### 7.5.2 Records Retention

Unless a longer retention period is required by state or federal law, all program-related documents must be maintained for a **minimum of six (6) years** following the termination of the contract.

If an audit is initiated, records must be retained for at least six years after issuance of the audit report and until all findings or litigation have been fully resolved.

The Vendor is responsible for all costs associated with storage, maintenance, and retrieval of records and must ensure that all required records are accessible to CFBHN upon request.

### **7.6 Confidentiality Obligations**

The Vendor must maintain the confidentiality of all records protected from disclosure by law or administrative rule. The Vendor shall:

- Indemnify and hold harmless CFBHN and DCF from any claims, damages, penalties, or fees resulting from improper disclosure of confidential information; and
- Ensure that all required records are maintained in a manner that allows immediate access by CFBHN and, where legally permitted, access by the public without delay.

### **7.7 Trade Secrets**

CFBHN will make reasonable efforts to protect trade-secret information in accordance with applicable Florida Statutes when such information is clearly and individually identified as confidential by the Vendor.

Protection cannot be guaranteed, and the Vendor acknowledges that no remedy for damages is available if disclosure occurs.

The Vendor is solely responsible for defending any claim that submitted materials are exempt from public disclosure and shall fully indemnify CFBHN— including all attorney’s fees and appellate costs—against any claims arising from the Vendor’s assertion of trade-secret or confidentiality protections.

### **7.8 Insurance Requirements**

The Vendor shall, at its sole expense, procure and maintain insurance coverage for the duration of the contract in the types and minimum amounts set forth below. Insurance shall be maintained with insurers authorized to do business in the State of Florida and rated A- or better by A.M. Best (or equivalent rating agency).

#### **A. Commercial General Liability**

Commercial General Liability Insurance on an occurrence form with limits of not less than:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

Coverage shall include bodily injury, property damage, personal and advertising injury, and contractual liability.

CFBHN shall be named as an Additional Insured on the Commercial General Liability policy. Coverage shall be



primary and non-contributory with respect to any insurance maintained by CFBHN.

### **B. Professional Liability (Errors and Omissions)**

Professional Liability Insurance (Errors and Omissions) with limits of not less than:

- \$1,000,000 per claim
- \$2,000,000 aggregate

Coverage shall apply to services performed under the resulting contract, including audit, compliance, reporting, advisory, tax preparation, and data analytics services.

If written on a claims-made basis, coverage shall be maintained continuously for the duration of the contract and for a minimum of two (2) years following termination of the contract, or Vendor shall purchase an extended reporting period endorsement covering the same period.

CFBHN shall not be required to be named as an additional insured on the Professional Liability policy.

### **C. Workers' Compensation and Employer's Liability**

Workers' Compensation Insurance as required by the laws of the State of Florida.

Employer's Liability Insurance with limits of not less than:

- \$100,000 per accident
- \$100,000 per employee (disease)
- \$500,000 policy limit (disease)

### **D. Cyber Liability (Network Security and Privacy Liability)**

Cyber Liability Insurance with limits of not less than:

- \$1,000,000 per claim
- \$2,000,000 aggregate

Coverage shall include, at a minimum:

1. Liability arising from unauthorized access to, or disclosure of, confidential information, personally identifiable information, or other protected data;
2. Data breach response costs, including forensic investigation, legal expenses, notification costs, credit monitoring (where applicable), and regulatory defense;
3. Network security liability, including transmission of malicious code;
4. Cyber extortion and ransomware events.

Coverage shall not exclude incidents involving third-party service providers, cloud storage environments, or portable devices used in connection with services performed under the contract.

If written on a claims-made basis, coverage shall be maintained continuously during the term of the contract

and for a minimum of two (2) years following termination.

### **E. Certificates and Evidence of Insurance**

Vendor shall provide certificates of insurance evidencing required coverage prior to contract execution and upon renewal of policies. Certificates shall reference the RFP number and resulting contract number, if applicable.

Vendor shall provide written notice to CFBHN at least thirty (30) days prior to cancellation, non-renewal, or material modification of any required policy.

Failure to maintain required insurance coverage may constitute a material breach.



**APPENDIX I  
MANDATORY CRITERIA CHECKLIST**

MANDATORY CRITERIA CHECKLIST			
RFP #:	252601AS		
Print Vendor's Name:			
Print Name of CFBHN Reviewer:			
Signature of CFBHN Reviewer:		Date:	
Print Name of CFBHN Witness:			
Signature of CFBHN Witness:		Date:	
<p><b>1.</b> Was the Letter of Intent to Apply received by the date and time specified in the RFP and at the specified address?</p> <p align="center"> <input type="checkbox"/> YES = Pass           <span style="margin-left: 200px;"><input type="checkbox"/> NO = Fail</span> </p>			
<p><b>2.</b> Was the proposal received by the date and time specified in the RFP and at the specified address?</p> <p align="center"> <input type="checkbox"/> YES = Pass           <span style="margin-left: 200px;"><input type="checkbox"/> NO = Fail</span> </p> <p>Comments:</p>			

