



Department of Health -Hillsborough County
Community Health – Office of Health Equity

REQUEST FOR APPLICATIONS

Data Collection for Health Impact Assessment

Fiscal Year 2014-2015

Application Deadline:

Date Application is due: January 23, 2015 at 4:00 PM EST

RFA #14-015

This grant opportunity is not subject to 120.57 (3) F.S.

Organization Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number(s) (including area code): _____

Fax Number(s) (including area code): _____

E-mail address: _____

Federal Employer Identification Number (FEID): _____

Contact Person: _____

Authorized Signature in blue ink: _____

Printed Name of Authorized Signature (above): _____

Title: _____

Date: _____

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TIMELINE FOR RFA

Prospective applicants shall adhere to the RFA timelines as identified below. It is the applicants' responsibility to regularly check the department's website, as provided in the timeline below, for updates.

SCHEDULE	DUE DATE	LOCATION
Request for Applications Released	January 12, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor Bid System: http://vbs.state.fl.us/vbs/main menu
Submission of Written Questions (Questions may be faxed or e-mailed)	January 14, 2015 by 5:00 PM EST	Submit to: Florida Department of Health – Hillsborough County Daragh A. Gibson, Project Coordinator 2002 East 26th Avenue Tampa, FL 33605 Daragh.Gibson@flhealth.gov Fax: (813) 307-8065
Responses to Questions Posted	January 16, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor Bid System: http://vbs.state.fl.us/vbs/main menu
Sealed Project Applications Due to Department and Opened (NO faxed or e-mailed copies of applications will be accepted)	January 26, 2015 by 4:00 PM EST	For U.S. Mail: Florida Department of Health - Hillsborough County Lisa Leavitt 1105 E. Kennedy Blvd., Room 316 Tampa, FL 33602
Anticipated Evaluation of Applications	January 26, 2015	Evaluation Team
Anticipated Posting of Grant Opportunity Award	January 28, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor Bid System: http://vbs.state.fl.us/vbs/main menu
Anticipated Contract Start Date	February 1, 2015	

SECTION 1.0 - INTRODUCTION

1.1 Program Authority

The Department of Health is responsible by legislative mandate (section 381.0011, Florida Statutes) to assess the public health status and needs of the state. Assessment is one of the core functions of public health, and according to the Institute of Medicine, it consists of the regular and systematic collection, assembly, analysis, and sharing of information on the health of the community. This includes statistics on health status, community health needs, and epidemiological and other studies of health problems. Health Impact Assessment (HIA) is a process that evaluates potential health effects of a proposed project, policy, program, or plan and provides recommendations to address the public health impacts. The Florida Department of Health-Hillsborough County Office of Health Equity and the Association of State and Territorial Health Officials (ASTHO), in conjunction with the Centers for Disease Control and Prevention, National Center for Environmental Health, Healthy Community Design Initiative (CDC/NCEH/HCDI) are providing funding and support to build capacity for conducting an HIA through a hands-on, project-oriented approach.

1.2 Notice and Disclaimer

Contract awards will be determined by the Florida Department of Health (FDOH) at its sole discretion based on the availability of funds. The department reserves the rights to offer multiple contract awards and to offer contract awards for less than the amounts requested by applicants as it deems in the best interest of the State of Florida and the department. Additionally, the department reserves the right to negotiate budgetary changes with providers prior to and after the execution of the contract. Providers may decline the reduced or modified contract award amount and may request a commensurate modification or reduction in the scope of the project. Grant awards are not purchases of services or commodities governed by chapter 287, Florida Statutes.

If, during the contract funding period, the authorized funds are reduced or eliminated by the federal or state grantor agency, the department may immediately reduce or terminate the contract award by written notice to the provider. No such termination or reduction, however, shall apply to allowable costs already incurred by the provider to the extent that funds are available for payment of such costs.

NOTE: The receipt of applications in response to this publication does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Department of Health.

1.3 Program Purpose

The purpose of this Request for Applications (RFA) is to select an entity to complete assessment activities for the Health Impact Assessment (HIA) titled *Using HIA to Assess Physical Activity Opportunities in Parks and Recreation Centers in a Hillsborough County Primarily Hispanic Community*, and to participate as a member of the HIA Advisory Council for this project.

1.4 Available Funding

The **total** amount available to the contracted entity will be \$5,568.00 for a period of time from February 1, 2015 through May 15, 2015. Funds will not be renewed. The Health Impact Assessment is funded by the Association of State and Territorial Health Officials (ASTHO) *Building Capacity for Health Impact Assessment at State/Territorial Health Agencies* grant dollars. The maximum dollar amount available will awarded by the Florida Department of Health-Hillsborough County Office of Health Equity to the contracted entity in five allotments based on the satisfactory completion of deliverables as described in Attachment II.

2.1. Background

The Florida Department of Health (FDOH)'s mission is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards. The FDOH was awarded the ASTHO *Building Capacity for Health Impact Assessment at State/Territorial Health Agencies* grant and has partnered with FDOH-Hillsborough County to complete an HIA. An HIA Factsheet is uploaded as Attachment IX.

The Florida Department of Health-Hillsborough County is working with community partners and key stakeholders to carry out an HIA titled *Using Health Impact Assessment to Assess Physical Activity Opportunities in Parks and Recreation Centers in a Hillsborough County Primarily Hispanic Community*. The HIA is being conducted in the Town 'N' Country area, where a large proportion of the population is Hispanic or Latino. The HIA seeks to inform policy change at the Hillsborough County Parks, Recreation, and Conservation Department to make organized physical activity more available to residents. The evidence gathered in the process will be used as part of the Parks, Recreation, and Conservation Department's prioritization process for programming and to inform their choice of price point for such programming. The anticipation is that providing targeted, free physical activity classes outdoors in parks will make physical activity more prevalent, leading to fewer negative health outcomes and the reduction in chronic disease. The contracted entity for this RFA will carry out assessment-related activities, including surveys and focus groups as outlined in Attachment II. The grantee will also serve as an HIA Advisory Council member and as a member of the Partners in Obesity Prevention Coalition.

2.1 Priority Areas

The priority area that the HIA intends to serve is select areas within the Town 'N' Country area of Hillsborough County, where the majority of the population is Hispanic and/or Latino. Hispanics/Latinos experience health inequities and suffer disproportionately from chronic disease. Hillsborough County Hispanics and Latinos also have lower rates of adults who meet moderate and vigorous physical activity recommendations, higher rates of adults who are sedentary, and poorer mental health when compared to Blacks and Whites.

2.2 Program Expectations

The successful applicant is expected to carry out assessment activities with the population residing in Census Tracts FL0570116.03, FL0570116.05, FL0570116.10, FL0570116.12, and FL0570116.13, which are within the 33615 and 33634 Zip Code boundaries. It is also expected that at least 50% of participants will be Hispanic and/or Latino, and all participants will be adults between the ages of 20 and 64. Parks and Recreation Centers included in the assessment are: Morgan Woods Park, Shimberg Sports Complex, Westgate Park, Town N Country Recreation Center, and Jackson Springs Park.

2.3 Standard Contract

Each applicant shall review and become familiar with the department's Standard Contract, Attachment X to this RFA which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract terms and conditions are Attachment X. Additionally, each applicant should review and become familiar with the Financial and Compliance Audit,

Attachment VI as it is a requirement for contracts with Federal funding such as those included in this RFA's resulting contract.

2.4 HIA Contract Attachment

Each applicant shall review and become familiar with the HIA Contract Attachment which is Attachment II. By submitting an application, the provider is agreeing to sign a contract which incorporates this attachment; therefore, agreeing to all the terms and conditions contained within Attachment II.

2.5 Project Requirements

- Provide assessment services as outlined in sections 2.1 - 2.5 of this RFA.
- Deliver reports to FDOH-Hillsborough County using Attachment IV, as outlined in Attachment II.
- Deliver invoices to FDOH-Hillsborough County using Attachment III as outlined in Attachment II.
- Attend the May 14, 2015 HIA Advisory Council Meeting as a Council Member.
- Agree to become a member of the Partners in Obesity Prevention Coalition.
- NOTE: Where the resulting contract requires the delivery of reports to the department, mere receipt by the department shall not be constructed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate or unacceptable according to the parameters set forth in the resulting contract. The department, at its option may, after having given the provider a reasonable opportunity to complete the report or to make the report adequate or acceptable, declare the contract to be in default.

SECTION 3.0 – TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

Eligible applicants include public or nonprofit organizations, institutions of higher learning, school districts, government agencies or organizations. All organizations and agencies submitting an application for funding are advised that accepting federal and state dollars under this RFA requires compliance with all federal and state laws, executive orders, regulations and policies governing these funds.

All vendors doing business with the State of Florida must have a completed W-9 on file with the Department of Financial Services. Please see the W-9 website to complete: <https://flvendor.myfloridacfo.com> and <http://www.myfloridacfo.com/aadir/SubstituteFormW9.htm>

3.2 Eligibility Criteria

Service Providers meeting the following criteria are eligible to apply for funding under this RFA:

1. Public and/or not-for-profit entities.
2. All service providers shall be licensed to do business in the State of Florida for the services they are proposing to deliver, have a 501 C (3) certification if the agency is not-for-profit, and meet all State and local laws and regulations.
3. Are willing and able to service all eligible participants.
4. Furnish the eligible services listed in this RFA.
5. Any submittal by a person or affiliate that has been placed on the convicted vendor list shall be rejected as unresponsive and shall not be further evaluated.
6. Can demonstrate previous experience in Community-Based Participatory Research methods, including conduction of surveys and focus groups, compilation of survey data into a database, and transcription of

audio recorded focus groups.

7. Staff shall be able to communicate with those being served and sensitive to a client's ethnic and cultural background. This includes being able to read, write, and speak Spanish, and translate documents from Spanish to English.

3.3 Minority Participation

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

3.4 Corporate Status

For all corporate applicants, proof of corporate status must be provided with the application. Tax-exempt status is not required, except for applications applying as non-profit organizations. Tax-exempt status is determined by the Internal Revenue Service (IRS) Code, Section 501(c)(3). Any of the following is acceptable evidence:

- a. A statement from a state taxing body, State Attorney General, or other appropriate state official, certifying that the applicant has a non-profit status and that none of the net earnings accrue to any private shareholders or individuals.

3.5 Period of Support

The term of the contract resulting from this Request for Applications award will be for a total of \$5,568.00 from February 1, 2015 through May 15, 2015. The contract resulting from this application will not be renewed.

3.6 Use of Grant Funds

Allowable and unallowable expenditures are defined by the following: Reference Guide for State Expenditures found at <http://www.fldfs.com/aadir>, Florida Statutes (F.S.), Florida Administrative Code (F.A.C.), Office of Management and Budget (OMB) Circulars A-110-General Administrative Requirements, A-133-Federal Single Audit, A-122-Cost Principles for Not-For-Profits, A-87-Cost Principles for State and Local Governments, A-21-Cost Principles for Universities, Federal Public Laws, Catalog of Federal Domestic Assistance (CFDA), and Code of Federal Regulations (CFR). Further information can be found at:

http://www.whitehouse.gov/omb/circulars_default/.

It should be noted that if federal funds are allocated to a state agency, the Florida Department of Financial Services considers the funding to be subject to the same standards and policies as funding allocated by the state legislature. The powers and duties of the Chief Financial Officer (CFO) are set forth in Section 17.03(1), Florida Statutes, and require that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State. Section 17.29, Florida Statutes, gives the CFO the authority to prescribe any rule he considers necessary to fulfill his constitutional and statutory duties, which include, but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation.

The following lists of allowable and unallowable costs are solely to be used as a helpful guide for applicants. These lists do not supersede the federal or state definitions of allowable and unallowable costs.

1. **Allowable Costs** - must be reasonable, necessary and directly related to the percent of time allocated to the project for contract deliverables and may include, but are not limited to the following:

- Personnel salaries and fringe benefits
- Subcontracts
- Program related expenses, such as office supplies, utilities, insurance and postage
- Promotional items
- Media and marketing - Materials produced with these grant funds become the property of the department.

2. **Unallowable costs** - include, but are not limited to the following:

Telegrams, flowers, greeting cards, plaques for outstanding service
Decorative items (globes, statues, potted plants, picture frames, etc.)

Professional dues

Cash awards to employees or ceremony expenditures

- Entertainment costs, including food, drinks, decorations, amusement, diversion, and social activities and any expenditures directly related to such costs, such as tickets to shows or sporting events, meals, lodging, rentals, or transportation
- Travel reimbursement
- Organizational affiliations, fund raising and public relations
- Deferred payments to employees as fringe benefit packages
- Severance pay and unearned leave
- Capital improvements, alterations or renovations, building alterations or renovations
- Lease or purchase of vehicles
- Development of major software applications
- Direct client assistance (monetary)
- Conference sponsorship
- Personal cellular telephones
- Meals not in accordance with Section 112.061, F.S.
- Appliances for the personal convenience of staff, including microwave ovens, refrigerators, coffee pots, portable heaters, fans, etc.
- Water coolers, bottled water
- Penalty on borrowed funds or statutory violations or penalty for late/non-payment of taxes
- Supplanting of other federal, state, and local public funds expended to provide services and activities

SECTION 4.0 – APPLICATION REQUIREMENTS

4.1 Application Forms

Applicants must use the official cover page attached to this RFA. Alternate forms may not be used.

4.2 Order of Application Package

Applications for funding must address all sections of the RFA in the order presented and in as much detail as requested. Order of Application Package:

1. Cover page
2. Table of Contents
3. Project Abstract/Summary
4. Statement of Need

5. Project Description
6. Work Plan
7. Budget Justification Narrative
8. Management Plan-Staff and Organizational Capacity
9. Required Documents
10. Appendices

4.3 Budget Proposal and Budget Justification Narrative

Complete the anticipated budget for the project activities in Section 2.5 of the RFA. All requested costs shall be allowable, reasonable and necessary. Complete a budget narrative for all items in the proposed budget. The narrative should directly relate to the budget items requested.

SECTION 5.0 – REQUIRED CONTENT OF THE NARRATIVE SECTION

5.1 Cover Page – One Page Limit

Each copy of the application should include the Cover Page, which contains the following:

1. RFA Number
2. Title of Application
3. Legal Name of the Organization (Applicant’s legal name)
4. Organization’s mailing address, including City, State and Zip code
5. Telephone number, fax number, area code, e-mail address of the person who can respond to inquiries regarding the application
6. Federal Employer Identification Number (FEID) of the organization
7. Name of the contact person for negotiations
8. Signature of the person authorized to submit the application on behalf of the organization
9. Printed name, title and date of the person authorized to submit the application on behalf of the organization

5.2 Table of Contents

Each copy of the application shall contain a table of contents identifying major sections of the application, including page numbers.

5.3 Project Abstract/Summary – One Page Limit

The Project Abstract shall be used to briefly describe the proposed project. This section should identify the main purpose of the project, the focal population to be served, types of services offered, the area to be served, expected outputs and outcomes, and the total amount of grant funds requested.

5.4 Statement of Need

The Statement of Need shall be used to describe the need for the proposed project activities in Attachment II of the RFA. Applicants shall identify, in narrative form, the following information for each component:

1. Describe the priority population and geographic area proposed to be served by the project activities in Sections 2.2 and 2.3 of the RFA, including ages, gender, racial and ethnic background, health disparities, underserved populations, and risk factors.

2. Describe the need for funding, through the project activities in Section 2.5 of the RFA, for the priority focus area in the local community, including any gaps (unmet needs). Include data related to the priority focus area in your community, statewide averages, the population data of the community to be served, and other relevant data.

3. Describe how the funding, through project activities in Section 2.5 of the RFA, will impact the problem on the identified priority population.

5.5 Project Description

The Program Description shall be used to describe the proposed project and to explain how it will address the needs as identified in the Statement of Need. Applicants shall identify in narrative form the following information:

1. The age group and race/ethnicity of the target population that will be the primary focus of the project.
2. The geographic area by zip code and census tract boundaries that the assessment services will cover and the sites where assessment services/activities will be carried out. Indicate why those sites were chosen.
3. The intended outcomes or specific changes expected to result from the proposed project.
4. The activities or actions that will be undertaken to achieve the project deliverables.
5. The mechanism that will be used to document and measure progress towards meeting the project deliverables.
6. The roles and responsibilities of other organizations that will be involved in implementing the project, if any.

5.6 Work Plan

The respondent will provide a description of how it might approach performing the tasks identified in Section B of the HIA Contract Attachment, which is Attachment II to this RFA. Work Plan shall include:

- Name of Service Category: Assessment Services and HIA Advisory Council Member
- Total number of surveys and focus groups to be completed.
- Narrative on delivery of Service: Describe how your agency will deliver the services and coordinate with other entities.
- Evaluation Plan: Describe how your agency will achieve the Major Program Goals identified in Section A of the HIA Contract Attachment, which is Attachment II to this RFA.
- Target Population to be served: Clearly describe the target population with regard to age, sex, race/ethnicity, socio-economic status, geographic location by zip code/census tract.
- Provide a detailed description of how your agency will ensure that assessment services (surveys and focus groups) are administered to the correct target population.
- Confidentiality: Describe how your agency has implemented or will implement State of Florida, DOH policies pertaining to confidentiality.

5.7 Management Plan –Staffing and Organizational Capacity

This section shall describe the applicant's ability to successfully carry out the proposed project activities in section 2.5 of the RFA. This section should include a brief description of the organization and its approach to managing the project. The applicant's proposal must include:

- A description of the critical project/program staff who will provide the service, their qualifications and resumes
- A Table of Organization
- A Synopsis of corporate qualifications, indicating ability to manage and complete the proposed project

5.8 Appendices

Include documentation and other supporting information in this section.

Examples may include:

- The organization's mission statement
- Profile Reports and Maps
- HIA Training and Scoping Exercise Completion Certificate (if applicable)

Section 6.0 SUBMISSION OF APPLICATION

6.1 Application Deadline

Applications must be received by the deadline indicated in the RFA Timeline. Late applications will not be considered.

6.2 Submission Methods

Applications may be sent by U.S. Mail, courier, or hand-delivered to the location as identified in the timeline. Electronic submission, faxed or e-mailed applications will not be accepted.

6.3 Mailed or Hand-Delivered Applications

Applicants are required to submit **two (2)** copies of the application via express/regular mail or hand-delivered. Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the RFA number, as identified in the Timeline. The original application must be signed by an individual authorized to act for the applicant agency or organization and to assume for the organization, the obligations imposed by the terms and conditions of the grant.

Mailed or hand-delivered applications will be considered as meeting the deadline if they are received by the Florida Department of Health-Hillsborough County as indicated in the RFA Timeline. Applicants are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread.

Section 7.0 EVALUATION OF APPLICATIONS

7.1 Receipt of Applications

Applications will be screened upon receipt. Applications that are not complete, or that do not conform to or address the criteria of the program will be considered non-responsive. Complete applications are those that include the required forms in the Required Forms Section of this application. Incomplete applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

Applications will be scored by an objective review committee. Committee members are chosen for their expertise in health and their understanding of the unique health problems and related issues in Florida.

7.2 How Applications are Scored

Each application will be evaluated and scored based on the evaluation criteria identified in Attachment I. Evaluation sheets will be used by the Review Committee to designate the point value assigned to each application. The scores of each member of the Review Committee will be averaged with the scores of the other

members to determine the final scoring. The maximum possible score for any application is 100 points.

7.3 Grant Awards

Grant awards will be determined by the Florida Department of Health-Hillsborough County at its sole discretion based on the availability of funds. The awards will be awarded for assessment services provided in select areas of Hillsborough County.

7.4 Award Criteria

Funding decisions will be determined by the Florida Department of Health-Hillsborough County. Funding an award determination is wholly at the discretion of the Department notwithstanding evaluation point totals, the Department will fund project in Hillsborough County.

7.5 Funding

The Florida Department of Health-Hillsborough County reserves the right to revise proposed plans and negotiate final funding prior to execution of contracts.

7.6 Awards

Awards will be listed on the website at: <http://www.floridahealth.gov/about-the-department-of-health/administrative-functions/purchasing/grant-funding-opportunities/index.html>

Section 8.0 REPORTING AND OTHER REQUIREMENTS

8.1 Post Award Requirements

Funded applicants will be required to submit:

- Progress reports and monthly invoices (Attachments III and IV) in accordance with HIA Contract Attachment II.
- Assessment deliverables in accordance with the HIA Contract Attachment II.
- The Department reserves the right to evaluate the organization's administrative structure, economic viability, and ability to deliver services prior to final award and execution of the contract.

8.2 Subcontractors

The successful applicant may, only with prior written approval of the department, enter into written subcontracts for performance of specific services under the contract resulting from this RFA. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the department. No subcontract that the applicant enters into with respect to performance under the contract shall in any way relieve the applicant of any responsibility for performance of its contractual responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

8.3 Provider Unique Activities

The successful applicant is solely and uniquely responsible for the satisfactory performance of the tasks described in the HIA Contract Attachment, which is Attachment II to this RFA. By execution of the resulting contract, the successful applicant recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

8.4 Required Documentation

The following documentation shall be submitted by respondents/offers participating in this RFA:

1. Title Page
2. Description of Approach to Performing Tasks per Section 2.5 of this RFA.
3. IRS Non-Profit Status (C) (3)
4. Certification Regarding Lobbying (Attachment VII)
5. Certification Regarding Debarment, Suspension, and Ineligibility (Attachment VIII)

8.5 Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by an applicant in responding to this RFA.

8.6 Instructions for Formatting Applications

1. Applicants are required to complete, sign, and return the “Cover Page” with their application.
2. The pages should be numbered consecutively and one-inch margins should be used.
3. The font size and type is at the discretion of the applicant, but must be at least 11 point.
4. Two (2) original applications and all supporting documents must be submitted. The original copies must be signed in “blue” ink or stamped original.
5. All materials submitted will become the property of the State of Florida. The State reserves the right to use any concepts or ideas contained in the application.

8.7 Contact Person and Application Delivery Information

The contact person listed in the Timeline is the sole point of contact from the date of release of the RFA until the selection of the awarded providers. Applications must be submitted by the due date and time as indicated in the RFA Timeline.

8.8 Inquiries and Written Questions

The contact person identified in the Timeline must receive questions related to the RFA in writing by the date and time indicated in the Timeline. No questions will be accepted after the date and time indicated in the Timeline. The questions may be sent by e-mail, fax or hand-delivered. No telephone calls will be accepted. Answers will be posted as indicated in the Timeline. Any questions as to the requirements of this RFA or any apparent omissions or discrepancy should be presented to the department in writing. The department will determine the appropriate action necessary, if any, and may issue a written amendment to the RFA. Only those changes or modifications will be considered as an official amendment and will be issued in writing and posted electronically via: <http://www.floridahealth.gov/about-the-department-of-health/administrative-functions/purchasing/grant-funding-opportunities/index.html>

8.9 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-proposal conference, proposal

opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

8.10 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with Florida be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

8.11 Licenses, Permits & Taxes

Respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

8.12 Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012. F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866- 352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399. For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM – 5:30 PM Eastern Time) to register.

END OF TEXT

ATTACHMENT I – EVALUATION CRITERIA

Each response will be evaluated and scored based on the criteria below. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. The proposer receiving the highest score will be selected for award.

SCORING CRITERIA

Section 1 - Understanding of Need and Purpose

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent demonstrate having an understanding of the target population and the health disparities affecting the community?	20	
<i>Total Points for Section 1</i>	20	

Section 2 – Scope of Service

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent explain the approach that will be used for achieving the grant deliverables?	20	
<i>Total Points for Section 2</i>	20	

Section 3 – Respondent Capability

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent demonstrate past success in assessment strategies and research methods in their organization?	20	
How effectively does the respondent demonstrate their organization’s ability to manage and complete the proposed task?	20	
<i>Total Points for Section 3</i>	40	

Section 4 – Cost

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent provide an appropriate and reasonable budget for the activities proposed, which does not exceed the maximum grant award allowed?	20	
<i>Total Points for Section 4</i>	20	

END OF TEXT

ATTACHMENT II – HIA CONTRACT

A. Services to be provided – General Description.

1. Definition of Terms
 - a. Contract Terms:

“Fiscal Year” means the period from July 1st through June 30th.
 - b. Program or Service Specific Terms:
 - i. **Department:** The Florida Department of Health-Hillsborough County
 - ii. **DOH:** Department of Health
 - iii. **FDOH:** Florida Department of Health
 - iv. **HIA:** Health Impact Assessment
 - v. **ASTHO:** Association of State and Territorial Health Officials
 - vi. **Contract:** A contract is a formal written agreement, a purchase order, or rate agreement between the Department and an individual or organization for the procurement of services. A formal contract consists of the core model contract, Attachment II including special provisions, plus any other attachments or exhibits deemed necessary. Per Chapter 287.058, Florida Statutes, both parties prior to services being rendered must sign a contract.
 - vii. **Exhibit:** An attachment to the Attachment II or any other contract attachment. The use of the word “exhibit” avoids confusion and allows for clearer referencing. All exhibits to an attachment must be referenced in the attachment.
 - viii. **Contract Manager:** An individual designated by the Department to be responsible for the management of the contract.
 - ix. **Amendment:** A document by which substantial changes are made to essential parts of an executed contract, i.e., cost, services, time period, Provider, Manner of Services provision, Method of Payment and Special Provisions.
2. General Description
 - a. **General Statement:** The HIA titled, *Using Health Impact Assessment to Assess Physical Activity Opportunities in Parks and Recreation Centers in a Hillsborough County Primarily Hispanic Community*, is funded by the Association of State and Territorial Health Officials (ASTHO) *Building Capacity for Health Impact Assessment at State/Territorial Health Agencies* grant. The HIA seeks to inform policy change and programming at the Hillsborough County Parks, Recreation, and Conservation Department to make organized physical activity more available to residents. The grantee shall provide assessment services for the HIA in order to help determine the needs and impacts of the target population regarding the proposed policy and programming. The grantee must also be a member of the HIA Advisory Group and attend all related meetings and trainings. The grantee must also agree to become a member of the Partners in Obesity Prevention Coalition.
 - b. **Authority:** This project is funded by The Association of State and Territorial Health Officials (ASTHO), in conjunction with the Centers for Disease Control and Prevention, National Center for Environmental Health, Healthy Community Design Initiative (CDC/NCEH/HCDI) through the Florida Department of Health-Hillsborough County, Office of Health Equity.
 - c. **Major Program Goals:**
 - i. Engage the community and support community participation through Community-Based Participatory Research methods for collection of primary data.
 - ii. Collect and provide primary data for the HIA, which will assist in identifying the health impacts and recommendations for the proposed parks and recreation policy and programming.
 - iii. Build relationships and collaboration between the grantor, grantee, and stakeholders.

B. Manner of Service Provision

1. Scope of Work:

- a. The grantee shall contribute to the HIA, *Using Health Impact Assessment to Assess Physical Activity Opportunities in Parks and Recreation Centers in a Hillsborough County Primarily Hispanic Community*, by participating in the HIA Advisory Council and attending all meetings, and by using a Community-Based Participatory Research approach to collect primary data. The Grantee will also be responsible for compiling survey data into a database provided by FDOH-Hillsborough County, and transcribing and translating focus group data. The grantee is expected to complete all of the deliverables of this contract. The grantee must also agree to become a member of the Partners in Obesity Prevention Coalition.

2. Deliverables:

a. Reports: The provider shall submit to the OHE office contract manager an invoice (see Attachment III) by mail or hand delivered by the deadline due dates unless otherwise specified. The following supporting documentation must be attached to the invoice in both a **hard copy and electronic form**:

1. **Surveys:** Submit 400 completed surveys (survey will be provided by FDOH-Hillsborough County) with adults between the ages of 20 and 64 residing in Zip Codes 33615 and 33634. Half of the surveys must be conducted with persons who self-identify as Hispanic and/or Latino. Both the original (paper version) and pdf versions of the completed surveys must be submitted. Hard copies of the signed consent forms must be submitted as well. Surveys must be compiled and entered into the database format provided, by close of business on March 12, 2015. The original and pdf versions of the completed surveys are also due at this time, in addition to a copy of the database file with inputted data. Email all electronic versions to Hugh.Pruitt@flhealth.gov
2. **Focus Groups:** Submit proof of 6 completed focus groups with adults between the ages of 20 and 64 residing in Zip Codes 33615 and 33634, with at least three of the focus groups administered only with participants that self-identify as Hispanic/Latino (can be conducted in Spanish or a combination of Spanish and English). The focus group script shall be provided to the grantee by FDOH-Hillsborough County by 5 pm on April 3, 2015. The focus groups must be completed, and the transcriptions submitted electronically and in hard copy, by 5 pm on April 24, 2015. The transcripts of focus groups conducted in Spanish, or in a combination of Spanish and English, must be translated to English and both versions of the transcript must be submitted electronically and in hard copy as previously stated. The original recordings must be electronically submitted by this date, and the original copies of the sign-in sheets and signed consent forms must be submitted in hard copy. Sign-in sheets must include the participant's name, zip code, race, and ethnicity (Hispanic/Latino, Not Hispanic/Latino). All electronic versions must be emailed to Hugh.Pruitt@flhealth.gov.
3. **Progress Reports:** Submit a monthly progress report (using Attachment IV) with field notes. The monthly progress reports for February, March, and April 2015 shall be emailed to Hugh.Pruitt@flhealth.gov and are due on March 5, 2015, April 5, 2015, and May 5, 2015 respectively.
4. **Advisory Council Meetings:** Grantee must participate in the HIA Advisory Council Meeting in May 2015.

b. Records and Documentation: The overall evaluation of the project's implementation will be assessed through quality assurance and improvement activities, and contract monitoring. All records noted above will be fully inspected monthly by the Department's Program Evaluator. All records will be recorded and maintained electronically. The ultimate responsibility of records maintenance will lie with the grantor's program director.

1. PERFORMANCE SPECIFICATIONS

- a. **Outputs and Deliverables:** See Exhibit A.

- b. **Standards Definitions:** Outputs: Data for activities provided shall be consistent with the start and end dates of this contract.
- c. **Monitoring and Evaluation Methodology:** The grantee shall participate in the evaluation of the project including but not limited to successes, barriers, and failures. Additionally, the grantee shall be responsible for providing survey and focus groups results and data gathered through their community-based participatory research activities, including all of the information and documentation requested in Exhibit A and listed in the “Deliverables” section above.

By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the terms, deliverables, and conditions set forth above. If the provider fails to meet these terms, the department, at its exclusive option, may allow up to two (2) days for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance, within the specified timeframe, the department will terminate the contract in the absence of any extenuating or mitigating circumstances deeming significant by the department. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

- 3. **Financial Consequences:** The Provider shall only be paid for deliverables and reports provided in accordance with this contract. Additionally, the Department may reduce the contracted amount up to fifteen (15) percent per day should the Provider not meet reporting deadlines for deliverables and reports as required in this contract.

4. **Service Location and Equipment**

- a. Service Delivery Location: Hillsborough County, census tracts FL0570116.03, FL0570116.05, FL0570116.10, FL0570116.12, and FL0570116.13, which are within the 33615 and 33634 Zip Code boundaries. Hillsborough County Parks and Recreation Centers included in the assessment are: Morgan Woods Park, Shimberg Sports Complex, Westgate Park, Town ‘N’ Country Recreation Center, and Jackson Springs Park.
- b. Service Times: As needed to carry out assessment activities.
- c. Changes in Location: Notify contract manager of any changes in location where services are to be provided.

C. **Method of Payment**

1. **Payment Method Used**

This is a fixed price/fixed fee contract. The department shall pay the provider for the delivery of services provided in accordance with the terms of this contract for a total dollar amount not to exceed \$5,568.00 subject to the availability of funds and approval of the Florida Department of Health-Hillsborough County.

2. **Invoice Requirements:** The grantee shall request payment on March 5, 2015, March 12, 2015, April 5, 2015, April 24, 2015, and May 5, 2015, in an amount in accordance with the achieved deliverables to date, through the submission of a properly completed invoice along with the completed documents listed under the “Deliverables” section above and further explained in Exhibit A. Payment request shall be submitted within two (2) days following the end of the deliverable period for which payment is being requested. Each deliverable has been assigned a monetary value per unit cost as noted in Exhibit A. Description of Deliverables completed during the period of the invoice must be accompanied by supporting documentation.

D. **SPECIAL PROVISIONS**

- 1. **Venue for Court Action:** Venue for any court action pertaining to this contract will be made in the courts of Hillsborough County, Florida.
- 2. **Licensure:** The provider shall comply with all applicable Federal and State Licensing standards and all other applicable standards criteria and guidelines established by the department.

3. **HIPAA:** Where applicable, the provider will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated there under (45CFR Parts 160, 162, and 164).
4. **Publications:** Publications, journal articles, etc., produced under a FDOH grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication Journal article, etc. was supported by Florida Department of Health Hillsborough County Office of Health Equity. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of FDOH.
5. **Right to Data:** Where activities supported by this contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate, and disclose such materials in whole, in part, or in any manner.
6. **Logos:** Provider needs to include updated DOH logo on all promotional materials, brochures, flyers, and sign in sheets, etc., as per DOH regulations.
7. **Documentation:** The provider is required to maintain separate accounting of revenues and expenditures of funds, under this contract and each contract number identified on Exhibit F attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - a. Allowable under the contract and applicable laws, rules and regulations;
 - b. Reasonable; and
 - c. Necessary in order for provider to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the department and/or the State Chief Financial Officer. Provider will comply with any requests for documentation in a timely fashion.

NO ADDITIONAL TEXT ON THIS PAGE

**Exhibit A
Outcomes and Deliverables**

Florida Department of Health-Hillsborough County
Office of Health Equity

Month & Year Reporting: _____

Project Title: Data Collection for Health Impact Assessment

Name(s) of Persons Reporting: _____

Purpose of Initiative: Partner with community organization to collect and compile primary data for use in the HIA

			Comments and Data					
Output #	Measure of Success	Deliverable	This Invoice	Total Required	Unit Cost	Invoice Request	Invoiced to Date	Total Value
1	Monthly Progress Reports	Grantee must submit monthly progress reports (use Attachment IV), with field notes. The monthly progress reports for February, March, and April 2015 must be emailed to Hugh.Pruitt@flhealth.gov and are due on March 5, 2015, April 5, 2015, and May 5, 2015 respectively.		3	\$100			\$300
2	Survey Administration and Data Compilation	Grantee must submit 400 completed surveys (survey will be provided by FDOH-Hillsborough County) with adults between the ages of 20 and 64 residing in Zip Codes 33615 and 33634. Half of the surveys must be conducted with persons who self-identify as Hispanic and/or Latino. Both the original (paper version) and pdf versions of the completed surveys must be submitted. Hard copies of the signed consent forms must be submitted as well. Surveys must be compiled and entered into the database format provided, by close of business on March 12, 2015. The original and pdf versions of the completed surveys are also due at this time, in addition to a copy of the database file with inputted data. Email all electronic versions to Hugh.Pruitt@flhealth.gov		400	\$6.58			\$2,634
3	Focus Group Administration and Transcripts	Grantee must submit proof of 6 completed focus groups with adults between the ages of 20 and 64 residing in Zip Codes 33615 and 33634, with at least three of the focus groups administered only with participants that self-identify as Hispanic/Latino (can be conducted in Spanish or a combination of Spanish and English). The focus group script shall be provided to the grantee by FDOH-Hillsborough County by 5 pm on April 3, 2015. The focus groups must be completed, and the transcriptions submitted electronically and in hard copy, by 5 pm on April 24, 2015. The transcripts of focus groups conducted in Spanish, or in a combination of Spanish and English, must be translated to English and both versions of the transcript must be submitted electronically and in hard copy as previously stated. The original recordings must be electronically submitted by this date, and the original copies of the sign-in sheets and signed consent forms must be submitted in hard copy. Sign-in sheets must include the participant's name, zip code, race, and ethnicity (Hispanic/Latino, Not Hispanic/Latino). All electronic versions must be emailed to Hugh.Pruitt@flhealth.gov		6	\$439			\$2,634
4	Advisory Council Meeting	Grantee must participate in the HIA Advisory Council Meeting in May 2015.		1	\$0			\$0
							Total Contract Value:	\$5,568

END OF TEXT

ATTACHMENT III

Invoice

CONTRACT # _____

Vendor Name: _____

Vendor Address: _____

Required Invoice Attachments:

- Report of dates and locations where services were offered, in addition to the number of surveys or focus groups completed
 - For Surveys-specify the number of surveys completed with Hispanics/Latinos, the number of surveys with non-Hispanic/Latinos, and total surveys completed
 - For Focus Groups-specify the number of focus groups conducted only with participants who self-identify as Hispanic/Latino (can be conducted in Spanish or a combination of English and Spanish), the number conducted with Non-Hispanics/Latinos, and the total number of focus groups conducted.
- All other deliverables as described in Attachment II and Exhibit A.

Date (Month/Day/Year) for Which Payment is Being Requested: _____

Total Amount Invoiced: \$_____

I certify that the above report is a true and correct reflection of this period's activities as outlined in the contract.

Signature of Provider/Agency

Date

Title of Signing Authority

FOR FDOH-HC Use Only:

I certify that the contract deliverables have been received and meet the terms and conditions of the contract and approve the payment as outlined in the contract.

Date of receipt of invoice: _____

Date services were received: _____

Date services were inspected & approved: _____

Contract Manager's Signature

Contract Manager's Supervisor's Signature

ATTACHMENT IV

Monthly Progress Report (due on March 5, April 5, and May 5, 2015)

***Please also include field notes as an attachment to this progress report**

Name of Grantee _____

Progress Report Month and Year _____

Describe the progress you have made on the assigned deliverables?

What are some barriers/issues you have encountered and how do you plan on overcoming them?

Please describe any limitations or research biases you have encountered.

What are some facilitating factors of success?

Were there any unanticipated outcomes that occurred during the completion of the deliverables?

Please send the completed form and attached field notes to Hugh.Pruitt@FLHealth.gov



ATTACHMENT V

EXHIBIT G

Acceptable Use and Confidentiality Agreement

SECTION A The Department of Health (DOH) worker and the appropriate supervisor or designee must address each item and initial.

Security and Confidentiality Supportive Data

W S

- I have been advised of the location of and have access to the Florida Statutes and Administrative Rules.
- I have been advised of the location of and have access to the core Department of Health Policies, Protocol and Procedures and local operating procedures.

Position Related Security and Confidentiality Responsibilities

I understand that the Department of Health is a unit of government and generally all its programs and related activities are referenced in Florida Statutes and Administrative Code Rules. I further understand that the listing of specific statutes and rules in this paragraph may not be comprehensive and at times those laws may be subject to amendment or repeal . Notwithstanding these facts, I understand that I am responsible for complying with the provisions of this policy. I further understand that I have the opportunity and responsibility to inquire of my supervisor if there are statutes and rules which I do not understand.

- I have been given copies or been advised of the location of the following specific Florida Statutes and Administrative Rules that pertain to my position responsibilities:

FLORIDA STATUTES CHAPTER 815/Computer Related Crimes
FLORIDA STATUTES CHAPTER 119, PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 282.318, SECURITY OF DATA AND INFORMATION RESOURCES

- I have been given copies or been advised of the location of the following specific core DOH Policies, Protocols and Procedures that pertain to my position responsibilities:

ACCESSIBLE THROUGH THE INTRANET HOMEPAGE, CLICK PUBLICATIONS, CLICK DOH POLICIES

- I have been given copies or been advised of the location of the following specific supplemental operating procedures that pertain to my position responsibilities:

INFORMATION SECURITY POLICIES LINK, HIPAA LINK, & DOH PERSONNEL HANDBOOK LINK

- I have received instructions for maintaining the physical security and protection of confidential information, which are in place in my immediate work environment.

I have been given access to the following sets of confidential information:

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Penalties for Non Compliance

- I have been advised of the location of and have access to the DOH Personnel Handbook and Understand the disciplinary actions associated with a breach of confidentiality.
- I understand that a security violation may result in criminal prosecution and disciplinary action ranging from reprimand to dismissal.
- I understand my professional responsibility and the procedures to report suspected or known security breaches.

The purpose of this acceptable use and confidentiality agreement is to emphasize that access to all confidential information regarding a member of the workforce or held in client health records is limited and governed by federal and state laws. Information, which is confidential, includes the client's name, social security number, address, medical, social and financial data and services received. Data collection by interview, observation or review of documents must be in a setting that protects client's privacy. Information discussed by health team members must be held in strict confidence, must be limited to information related to the provision of care to the client, and must not be discussed outside the department.

DOH Worker's Signature

Date

Supervisor or Designee Signature

ATTACHMENT V (Continued)

SECTION B Information Resource Management (Initial each item, which applies)

The member of the workforce has access to computer related media

- Yes. Have each member of the workforce read and sign section B
- No. It is not necessary to complete section B

Understanding of Computer Related Crimes act, if applicable.

The Department of Health has authorized you to have access to sensitive data through the use of computer related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's disciplinary standards and in addition to departmental discipline; the commission of computer crimes may result in felony criminal charges. The Florida Computer Crimes Act, Ch. 815, F.S., addresses the unauthorized modification, destruction, disclosure or taking of information resources.

I have read the above statements and by my signature acknowledge that I have read, and been given a copy of, or been advised of the location of the Computer Related Crimes Act Ch. 815, F.S. I understand that a security violation may result in criminal prosecution according to the provisions of Ch. 815, F.S., and may also result in disciplinary action against me according to Department of Health Policy.

The minimum information resource management requirements are:

- Personal passwords are not to be disclosed. There may be supplemental operating procedures that permit shared access to electronic mail for the purpose of ensuring day-to-day operations of the department.
- Information, both paper-based and electronic-based, is not to be obtained for my own or another person's personal use.
- Department of Health data, information, and technology resources shall be used for official state business, except as allowed by the department's policy, protocols, and procedures
- Only approved software shall be installed on Department of Health computers. (IRM Policy NO.50-7)
- Access to and use of the Internet and email from a Department of Health computer shall be limited to official state business, except as allowed by the department's policy, protocols, and procedures.
- Copyright law prohibits the unauthorized use or duplication of software.

_____	_____	_____ /HIPAA/INFO SEC. OFFICER
DOH Worker's Signature	Date	Supervisor or Designee Signature
_____	_____	Robert Pullen //HIPAA/Info Security Trainer
Print Name	Date	Print Name

W=Worker S=Supervisor

DH 1120, revised July 20, 2007

ATTACHMENT VI FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance was awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:
 - A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGS), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGSCA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

: SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGSCA), Tallahassee, FL 32399-1729.

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

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT – 1

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

Federal Program 1	_____	CFDA#	_____	Title	_____	\$	_____	
Federal Program 2	_____	CFDA#	_____	Title	_____	\$	_____	
TOTAL FEDERAL AWARDS							\$	=====

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

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

State financial assistance subject to Sec. 215.97, F.S.:	CSFA#	_____	Title	_____	\$	_____		
State financial assistance subject to Sec. 215.97, F.S.:	CSFA#	_____	Title	_____	\$	_____		
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.							\$	=====

Matching and Maintenance of Effort *

Matching resources for federal program(s)	_____	CFDA#	_____	Title	_____	\$	_____
Maintenance of Effort (MOE)	_____	CFDA#	_____	Title	_____	\$	_____

*Matching Resources and MOE amounts should not be included by the provider when computing threshold totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching or MOE is not State/Federal Assistance.

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I -5.006, FAC, provider has been determined to be:

____ Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.

____ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

____ Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

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

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is neither exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

END OF TEXT

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
- Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contract Administration, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAGSCA), Tallahassee, FL 32399-1729.
- Is an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

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

END OF TEXT

ATTACHMENT VII

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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure 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 §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 of Organization

Address of Organization

ATTACHMENT VIII

**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 provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers 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 provider shall provide immediate written notice to the contract manager at any time the provider 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 provider 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 provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider 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 file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its 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 provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.
- (3) By initialing, Contract Manager confirms that prospective provider has not been listed in the [System for Award Management \(SAM\)](#) database _____ Verification Date _____

Signature

Date

Name _____ Title _____

ATTACHMENT IX – HIA FACTSHEET

12/22/2014

FAQ about HIA | Human Impact Partners



FAQ about HIA

What is Health Impact Assessment?
What is the purpose of HIA?
What are the benefits of conducting HIA?
What are the steps conducted in a HIA?
Is HIA one standard tool?
When is a HIA carried out?
What are the typical triggers for a HIA?
How much does conducting a HIA cost?
What are the roles for stakeholders in HIA?
What are the underlying values of HIA?
What does a completed HIA produce?
What is the relationship of HIA to Environmental Impact Assessment?
What is the difference between HIA, community health assessment, and health risk assessment?
Is HIA required by law?
What types of issues does HIA consider?
Why have most HIAs focused on the built environment?
How have HIA programs/projects been funded sustainably?

What is Health Impact Assessment?

Where a person lives has a dramatic affect on health. For example, in New Orleans, L.A., a few miles can mean a 25-year difference in how long a baby will live. (See the Robert Wood Johnson Foundation's website for more on this.)

These differences in how long we live, as well as the quality of our lives, are rooted in the characteristics and policies of the places where we are born, grow, live, learn, work, and age. Many of dominant health problems facing our nation – such as obesity, asthma, diabetes, and heart disease – stem from the characteristics of these places. Health Impact Assessment (HIA) is a process to weigh in on decisions that shape these places and affect health.

Health Impact Assessment is formally defined by the National Research Council as, "A combination of procedures, methods and tools that systematically judges the potential, and sometimes unintended, effects of a policy, plan, or project on the health of a population and the distribution of those effects within the population. HIA identifies appropriate actions to manage those effects."

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What is the purpose of HIA?

There are many purposes to HIA reports and the processes used to create them.

Through reports and communications, HIA seeks to:

- Make a judgment about how a proposed project, plan, or policy will affect health
- Highlight disparities (or differences) in health between groups of people
- Provide recommendations to improve decisions

- Raise awareness among decision makers and the public
- Clearly state health effects.

Through its process, HIA aims to:

- Promote engaged and empowered communities
- Recognize lived experiences in decision-making
- Build relationships and collaborations
- Improve evidence
- Improve transparency in decision making.

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What are the benefits of conducting HIA?

Health Impact Assessment is a practical approach to help create healthier communities by addressing the root causes of prominent health problems. It can benefit the field of public health, communities, and decision makers.

Benefits to the field of public health include that HIA:

- Provides a comprehensive lens on issues
- Offers a structured process to determine how a policy, plan, or project will affect health
- Considers historical, cumulative, and disparate impacts

Benefits to communities include that HIA:

- Supports community participation in decision-making processes and legitimizes “unheard” voices
- Works in communities that experience significant consequences from decisions

Benefits to decision-makers include that HIA:

- Provides input early in decision-making and helps build support for better outcomes
- Helps identify trade-offs in decision-making, so policy and project dollars are used efficiently
- Provides decision makers with the information necessary to carry out a main role of government – protecting and improving health and well-being

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What are the steps conducted in a HIA?

A typical HIA has six steps, including:

1. Screening – Determine the value and need for HIA
2. Scoping – Clarify and prioritize issues to focus on in the HIA, methods for analysis, and a work plan
3. Assessment – Two parts that include: a) Conducting research on existing conditions; b) Identifying the effects of the project, plan, or policy on health;
4. Recommendations – Identify actions to address any harms identified
5. Reporting – Write a report and communicate its findings and recommendations
6. Monitoring – Track how the HIA affected decision-making processes, the actual decision, and effects of the project on health

We provide a detailed guide through the [HIA Summary Guides](#). However, this is a general framework. Approaches to HIA vary greatly. For more on the variation within HIAs, see the next section.

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Is HIA one standard tool?

No, HIA is not one single tool. It is a systematic process that may use diverse tools and methods.

Health Impact Assessments are tailored to work with the specific needs, timeline, and resources of each particular project. This flexibility has led to a range of practices, both in the United States and internationally.

If you pick up two HIA reports, they likely analyze a different set of issues and use different set of research methods. A report can use existing data, published research, include the collection and analysis of new data, use multiple quantitative and qualitative methods, or – as is often the case – do a mix of these approaches. Some are done as part of other impact assessments that are required by regulations, while others are done apart from them. Who leads the process may be an expert, public institution, community organization, or other entity, depending on the specific project. The roles that policy-makers, stakeholders, and the public have in the work vary too, as do the ways HIAs are used to influence policy.

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When is a HIA carried out?

To be most effective, HIA is often done *before* a decision is made or a policy is implemented. The decision can be

about a project, policy, or plan on a local, regional, state, or national scale. Our [case stories](#) show how HIAs have been carried out for projects at various levels across the country.

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What are the typical triggers for a HIA?

In the past, different groups have initiated HIAs – including public health agencies, community groups, advocacy organizations, affected stakeholders, other public agencies, or policy-makers – but what they held in common was concern that health be considered in a decision. HIA can also be required by project-specific legislation or to comply with environmental impact assessment regulations.

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How much does conducting a HIA cost?

Because HIA can be described as a spectrum of practice, there is no standard cost for conducting one. Health Impact Assessments are highly tailored to work with individual budgets: rapid HIAs can cost as little as \$10,000, while comprehensive HIAs can cost upwards of \$150,000. Scale and approaches of HIA vary widely based on:

- The depth and breadth of issues analyzed
- The types of research methods used
- The extent to which stakeholders are involved in developing the HIA
- The way that HIA findings are used
- The relationship to regulatory requirements.

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What are the roles for stakeholders in HIA?

Each step in the HIA process has opportunities and needs for stakeholder participation. Stakeholders include individuals or groups with an interest in the outcomes of a decision focused on by the HIA. They may include sponsors of development projects, public health officials, government agencies responsible for implementing or enforcing policy, as well as residents, employees, or employers. Inclusive and meaningful participation of stakeholders helps the HIA process to identify relevant research questions, sources of data and information, and proposals for alternatives and mitigations.

Click [here](#) for a table of potential roles for stakeholders in the HIA process.

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What are the underlying values of HIA?

In 2006, the International Association of Impact Assessment outlined a set of values and principles for the practice of HIA (Quigley 2006):

- Democracy – Involve and engage the public, and inform and influence decision-makers
- Equity – Consider the distribution of health impacts, pay attention to vulnerable groups, and recommend ways to improve proposed decisions for affected groups
- Sustainable development – Judge short- and long-term impacts of a proposal
- Ethical use of evidence – Use evidence to judge impacts and inform recommendations, not to support or refute a proposal; be rigorous and transparent
- Comprehensive approach to health – Be guided by the wider determinants of health

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What does a completed HIA produce?

When policymakers, project planners, community organizations, and advocacy groups participate in and have data from a Health Impact Assessment, decisions are better informed. Decisions have the opportunity to provide the best outcome for communities, especially those facing health inequities.

Generally, a completed HIA process produces a report. How and who communicates the findings and recommendations in the report will likely be shaped by the decision that the HIA wants to inform. For example, it may influence key messages (e.g., positive and negative impacts on health), messengers (e.g., public health expert, community members), audiences (e.g., stakeholders, decision-makers) use of media (e.g., letters, reports, press releases), and supplementary materials that are made available to the public (e.g., shorter summary).

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What is the relationship of HIA to Environmental Impact Assessment?

HIA complements and has a similar procedure to Environmental Impact Assessment (EIA), which is legally required in some states and at the federal level. EIA is called for in some states through statutes such as the California Environmental Quality Act. At the federal level, the National Environmental Policy Act (NEPA) requires the document resulting from the EIA process, called an Environmental Impact Statement, to consider and analyze health effects of specified federal agency actions.

NEPA does not refer by name to "HIA" as a separate requirement per se, and the current practice of health

analysis in Environmental Impact Assessments is limited. Given the legal mandate to consider health in the context of an inter-disciplinary Environmental Impact Assessment, HIA can be an appropriate way to meet statutory requirements for health effects analysis.

Read the [FAQs about Integrating HIA into EIA](#).

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What is the difference between HIA, community health assessment, and health risk assessment?

HIA is different from other forms of stand-alone assessment or forecasting methods. However, these other forms may be used within a HIA.

- Community health assessment is the ongoing process of regular and systematic collection, assembly, analysis, and distribution of information on the health needs of the community. Generally, community health assessments gather statistics on health status as well as data on community health needs/gaps/problems and assets. Within HIA, community health assessments both support policy analysis and development and existing conditions analysis.
- Health risk assessment, as practiced, is a quantitative analytic method used to characterize the nature and magnitude of health risks associated with exposures to chemical contaminants and other environmental substances and processes. Health risk assessments are not comprehensive, but health risk assessment conclusions can be used within HIA to forecast effects of specific exposures.

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Is HIA required by law?

This is an evolving topic. As of 2013, few places legally require HIA. Examples for select states are below.

However, there is growing legal support for HIAs through laws that open the door for their use. See a [review](#) of this topic by the Health Impact Project & Arizona State University.

California – No specific legal or regulatory requirements for HIA exist in California.

Some environmental laws for planning and development require analysis of select health impacts. For example, the California Environmental Quality Act requires that all potential environmental changes that can result in significant adverse impact on humans or public health must be addressed in an environmental impact report. (Section 15126.2 (a); Section 15065)

HIA may also help fulfill the implementation of rules for social or community impact assessment. For example, where project areas contain low- or moderate-income housing, California Redevelopment Law requires a neighborhood impact report which describes in detail the impact of the redevelopment plan "...upon the residents of the project area and the surrounding areas, in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population and quality of education, property assessments and taxes, and other matters affecting the physical and social quality of the neighborhood."

Massachusetts – HIA is required in Massachusetts for specific transportation projects through the Massachusetts' Healthy Transportation Compact, established by statute in 2009.

Washington – HIA is required for applicants in the state of Washington who seek approval to build new or modify existing units that emit toxic air pollution and cannot show they will comply with the state's air impact requirements. Also, a bill passed in 2007 required an HIA as part of the planning process for replacing the State Route 520 bridge in Seattle.

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What types of issues does HIA consider?

HIA considers a broad set of social and environmental factors that affect the health of community members. A big picture view is critical because many policy and land use decisions affect health; even ones that don't seem specifically about health—like the effect new roadways have on the safety of pedestrians and bicyclists or how the spread of disease in a community can change depending on if local workers have paid time off.

Most public decisions affect health – either directly or indirectly through their influence on social, economic, or environmental conditions. To account for these consequences a HIA can include physical and mental health issues like mortality and disability, but also behavioral, family, neighborhood, public, environmental, economic, and political factors. HIA may analyze a broad array of issues, but must contribute to understanding explicit connections between the decision at hand and health outcomes on communities.

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Why have most HIAs focused on the built environment?

HIA is an emerging practice in the United States. Thus far, HIAs have mostly been applied to the built environment, meaning the spaces created by humans, such as buildings, parks, roads, and the infrastructure that supports them. There is abundant evidence that land use, transportation, and community design have significant and wide-ranging impacts on the environment and health. Despite similar and complementary objectives, land use planning, environmental protection, and public health agencies typically have little communication on many public

and environmental health issues. While it seems commonsense that major decisions about the built environment should be judged against their potential health benefits and burdens, this does not always happen and city and regional planning agencies do not necessarily have the resources or expertise to assess the health impacts of planning. As such, public health practitioners have begun using HIA as a tool to fill this gap.

However, another role for HIA is to provide a health perspective to policy decisions. To that end, Human Impact Partners has completed policy HIAs. While some policies target health directly, many affect public health indirectly by shaping social, economic, and environmental conditions. By defining and quantifying a policy's expected effects on public health, a HIA can have healthy and far-reaching influences on society. Learn more about how HIA can lead to smarter and more effective policies by reading our [case stories](#).

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How have HIA programs/projects been funded sustainably?

they often ask how to fund an ongoing HIA program. Below are ideas based on our experiences at HIP and from a few partners. We invite you to contact us with additional ideas.

1. Public and Private Foundations

Examples of foundations that have supported HIAs include:

- Blue Cross/Blue Shield of Minnesota Foundation. Blue Cross/Blue Shield Foundations in many other states could be cultivated as well
- The California Endowment
- The Annie E. Casey Foundation
- Health Impact Project (Robert Wood Johnson Foundation & Pew Charitable Trusts)
- The Kresge Foundation
- The Jacob & Valeria Langeloth Foundation
- Liberty Hill Foundation
- Marin Community Foundation
- Northwest Health Foundation
- Robert Wood Johnson Foundation
- The W.K. Kellogg Foundation

2. Government Grants

Increasingly, funding available through grants from federal and state agencies may be used for HIA. Federal programs such as Communities Putting Prevention to Work and grants made by the HUD/DOT/EPA Sustainable Communities effort specifically call out HIA as an approved activity. The Federal Transportation Authority has funded an HIA effort. The CDC has also funded and is continuing to fund HIA efforts. Through a grant from the CDC, the Association of State and Territorial Health Officials (ASTHO) has been able to support some HIA work around the country as well.

Some proposed legislation at the state level (e.g., in Minnesota) would allocate tobacco settlement funds for an HIA grant program.

Organizations interested in HIA must make an effort to ensure that more state and federal funding opportunities include HIA as an approved activity.

3. Fee for service funding

Local planning agencies collect fees and have other sources of revenue to support their analyses of proposed land use plans and projects. These funds can be used for HIAs on these proposals, especially when requests for proposals (RFPs) for the development of such plans include a call for analysis of health impacts. Oakland is an example of a city that has provided such opportunities (see for example: [Oakland Estuary](#))

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CFDA No.
CSFA No.

ATTACHMENT X
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *Department*, and _____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 *CFR*, Part 74, and/or 45 *CFR*, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 *CFR* Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the Department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health,

day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
- 5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Department as specified in Attachment and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E. Monitoring by the Department

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

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

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Subcontractor Expenditure Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that

overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, F.S., an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, F.S.

3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C.

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(23), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The provider shall receive a credit for any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprourement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

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

Q. Final Invoice

To submit the final invoice for payment to the Department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the Department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine 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 contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the Department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, §384.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to

any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract 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 contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

C. Renegotiation or Modification

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

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

08/13

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

3. The name, address, and telephone number of the contract manager for the Department for this contract is:

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

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

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

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

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____