

SEXUAL RISK AVOIDANCE

EDUCATION PROGRAM

(Formerly Abstinence Education Program)

RFA #15-002

APPLICATION GUIDELINES

FY 2015-2016

Florida Department of Health

Division of Community Health Promotion

Bureau of Family Health Services

Application Deadline:

June 29, 2015

This is not a competitive solicitation subject to the notice or challenge provisions of Section 120.57, Florida Statutes

***Disclaimer – NOTE:** The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified Applicants will be awarded a grant from the Florida Department of Health.*

TABLE OF CONTENTS

TIMELINE	4
Section 1.0 INTRODUCTION	
1.1 Definitions	5
1.2 Program Authority	6
1.3 Notice and Disclaimer	6
1.4 Program Purpose	6
1.5 Available Funding	6
1.6 Matching Funds	6
1.7 Renewal or Continuation	7
Section 2.0 PROGRAM OVERVIEW	
2.1 Background	7
2.2 Priority (Focal) Population	7
2.3 Program Expectations	8
2.4 Current and Prior Funded Projects	9
2.5 Project Requirements	9
Section 3.0 TERMS AND CONDITIONS OF SUPPORT	
3.1 Eligible Applicants	19
3.2 Eligibility Criteria	19
3.3 Corporate Status	19
3.4 Period of Support	20
3.5 Use of Grant Funds	20
Section 4.0 APPLICATION REQUIREMENTS	
4.1 Application Forms	22
4.2 Order of Application Package	22
4.3 Cover Page	23
4.4 Table of Contents	23
4.5 Required Contents of Narrative	23
4.6 Proposed Budget and Budget Justification Narrative	26
4.7 Authorized Signatory	27
4.8 Appendices	27
Section 5.0 SUBMISSION OF APPLICATION	
5.1 Application Deadline	27
5.2 Submission Methods and Where to Send Application	27
Section 6.0 EVALUATION OF APPLICATIONS	
6.1 Receipt of Applications	28
6.2 How Applications Evaluated and Scored	28
6.3 Grant Awards	28

6.4 Award Criteria	28
6.5 Funding	28
6.6 Awards	28
Section 7.0 REPORTING AND OTHER REQUIREMENTS	
7.1 Post Award Requirements	28
Section 8.0 REQUIRED FORMS	
8.1 Attachments	29
I.	Cover Page
II.	Proposed Budget Summary
III.	Budget Narrative Format
IV.	Written Assurance of Accuracy
V.	Application Checklist
VI.	State of Florida Department of Health Standard Contract
VII.	Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
VIII.	Civil Rights Compliance Checklist
IX.	Certification Regarding Lobbying
X.	Financial Compliance Audit
XI.	Federal Recipient/Subrecipient and Vendor Determination Checklist
XII.	Evaluation Criteria

TIMELINE

Schedule Event	Date of Event	Information
RFA Released and advertised	May 15, 2015	http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html http://www.myflorida.com/apps/vbs/main_menu
Deadline for Submission of Written Questions	May 22, 2015	All questions must be submitted electronically to SexualRiskAvoidance@flhealth.gov
Answers to Questions Posted (anticipated date)	May 29, 2015 By 5:00 p.m. EDT	Posted electronically via http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html http://www.myflorida.com/apps/vbs/main_menu
Deadline for Applications (No fax, or emailed copies of applications accepted)	June 29, 2015 By 5:00 PM EDT	U.S. Mail: Florida Department of Health Adolescent Health Program Attention: Susan Speake 4052 Bald Cypress Way, Bin A-13 Tallahassee, FL 32399-1721 <u>For Overnight Delivery (Physical Address):</u> Florida Department of Health Adolescent Health Program Attention: Susan Speake 2585 Merchants Row Blvd., Suite 330A Tallahassee, FL 32399-1721
Anticipated Completion of Evaluation of the Grant Applications	July 29, 2015	Evaluation of Grant Application
Anticipated Posting of Intent to Award	August 5, 2015	Posted electronically via http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html http://www.myflorida.com/apps/vbs/main_menu
Anticipated Grant Start Date	October 1, 2015	

Section 1.0 INTRODUCTION

1.1 Definitions

- 1.1.1 Abstinence/Sexual Risk Avoidance Education Class – a course of instruction on sexual risk avoidance using an evidence based curriculum.
- 1.1.2 Applicant – An entity applying for funding under this RFA.
- 1.1.3 Contract Manager – An individual designated by the Florida Department of Health to be responsible for the monitoring and management oversight of the contract.
- 1.1.4 Department – The Florida Department of Health.
- 1.1.5 Evidence Based Curriculum – Curricula that has been rigorously evaluated with proven outcomes.
- 1.1.6 Focal Population – A specific group of youth identified by the Department as focus of the sexual risk avoidance education services.
- 1.1.7 Parent – A mother, father or guardian of a youth.
- 1.1.8 Parent Completer – A mother, father or guardian of a youth who completes a 60 minute or longer evidence based sexual risk avoidance education class.
- 1.1.9 Provider – The Applicant awarded a contract with the Florida Department of Health to provide sexual risk avoidance education classes.
- 1.1.10 Sexual Risk Avoidance (SRA) Education Program –Formerly known as Abstinence Education Program. SRA abstinence education is an approach that gives youth information and skills that are intended to help them avoid all the possible negative consequences of teen sex, including but not limited to, the physical consequences of STDs and pregnancy.
- 1.1.11 Sexually Transmitted Disease (STD) – As defined by the National Institute of Allergies and Infectious Disease; a sexually transmitted disease is any contagious disease that is transmitted through direct person to person sexual contact. Sexually transmitted diseases are contracted through exchange of semen, blood or any other body fluids or by direct sexual contact with affected body area of an individual who has a sexually transmitted disease.
- 1.1.12 Sign-in Sheet – A listing of participants who attended an evidence based education class.
- 1.1.13 Youth – A child between the ages of 11-19 years old.
- 1.1.14 Youth Completer – A youth who completes at least 75 percent of an evidence based sexual risk avoidance curriculum.
- 1.1.15 Unduplicated Parent – a parent who has not previously completed a 60 minutes or longer, evidence based sexual risk avoidance education class in the current contract year.
- 1.1.16 Unduplicated Youth – A youth who has not previously completed 75 percent or more of an evidence based sexual risk avoidance education curriculum in the current contract year.

1.2 Program Authority

This project is funded with Federal Title V funding authorized and appropriated in Accordance with Section 510 of the Federal Social Security Act.

1.3 Notice and Disclaimer

This is not a competitive solicitation subject to the notice or challenge provisions of Section 120.57(3), Florida Statutes.

Grant awards will be determined by the Department at its sole discretion based on the availability of funds and the evaluation of the applications. The Department reserves the right to offer multiple grant awards as it deems in the best interest of the State of Florida and the Department. Additionally, the Department reserves the right to negotiated budgetary changes with Applicants prior to the offer of a grant award or execution of the Standard Contract.

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

Individuals receiving funds under this grant will be responsible for the completion of all tasks and deliverables as stated in the contract.

The Department reserves the right to reject any and all applications.

The Department reserves the right to:

- Add, remove, and revise requirements during the grant period.
- Negotiate annual schedule of events during the grant period.
- Add, remove, and revise required policy areas during the grant period.

1.4 Program Purpose

The overarching purpose of Florida's Sexual Risk Avoidance(SRA)/Abstinence Education Program is to reduce teenage sexual activity, teenage pregnancy, births to unwed teens, and the transmission of sexually transmitted diseases (STDs) by promoting sexual risk avoidance.

1.5 Available Funding

A total of \$2,500,000 of funding is available to award for the SRA Education Program. The number of awards will depend upon the amount of funds available and the number and quality of the applications received. Awards will range from \$50,000 to \$250,000 per year. Applicants may submit only one application for consideration under this Request For Applications(RFA). Subject to future availability of funds, the Department reserves the right to renew or continue any grant(s) resulting from this RFA.

1.6 Matching Funds

Projects funded under this RFA are required to provide a 100% match in the dollars requested. The match requirement will be provided as either cash or in-kind services consisting of any dollars, space, resources, or time that will be dedicated to the proposed activities not covered by the grant request. The local match must be directly related to delivery of the proposed project, not Applicant's overall operation, and must occur during the proposed funding period. Matching funds or in-kind services cannot be provided using federal dollars and cannot support the promotion of contraceptive or condom use. Additionally, cash or in-kind services for services and activities used primarily for children younger than 11 and young adults older than 19 does not satisfy the match requirement. Efforts which extend beyond educating and supporting adolescents in their decision to avoid sexual risk will not be used as match.

1.7 Renewal or Continuation

If funding is available and performance is acceptable, contracts awarded under this RFA may be renewed or continued, in whole or in part, by the Department on a yearly basis for up to 3 additional funding periods. The renewal or continuation of a contract is not guaranteed and will be contingent upon satisfactory performance with regards to implementation and execution of the program, the achievement of program outcomes, satisfactory performance evaluations as determined by the Department, and subject to availability of funds. The Department may request an annual continuation application allowing provider to improve or modify programmatic objectives and activities, the completion of outcome measures or the program budget.

Section 2.0 PROGRAM OVERVIEW

2.1 Background

The program works within the Department of Health's mission to promote and protect the health and safety of all people in Florida through integrated state, county, & community efforts.

Over the last 15 years, the SRA Abstinence Education Program has provided school and community-based sexual risk avoidance education program services to help reduce teenage sexual activity, teenage pregnancy, births to unwed teens, and the transmission of sexually transmitted diseases by promoting sexual risk avoidance as the expected societal norm for youth. The SRA Abstinence Education Program through a competitive procurement process contracted with Applicants to establish abstinence based education activities in Florida. SRA abstinence education has also been provided as a component to a school, after-school, or community based youth development projects.

2.2. Priority (Focal) Population

Applications submitted in response to this RFA will focus on youths that reside within the geographical area the proposed project will serve, with particular attention given to those groups which are most likely to contain high-risk factors, such as, high teen pregnancy rates, high teen birth rates, high teen sexually transmitted disease rate, or high school drop-out rates.

2.3 Program Expectations

The following are overall program goals designed to achieve the program purpose.

2.3.1 State Goal: To increase the number of youths participating in SRA education.

2.3.2 State Goal: To increase participation of parents and guardians in SRA education.

Providers will provide SRA education for youths. Program services will be designed and implemented to meet the identified needs of the priority (focal) population. It is required that all programs primarily focus on SRA education, as well as promote positive community values and encourage health lifestyle choices for youth. Activities must include the delivery of SRA education classes to youths as the primary focus using appropriate SRA education curriculum. Classes must be delivered throughout the course of the funding period and may be provided in a community-based, faith-based, school-based, or after-school setting. All classes are required to last at least one hour in duration, but may be longer. Providers will be required to submit monthly reports that document the SRA education sessions held, the number of youths in attendance, the number of service hours provided, the number of youths completing the various program services offered, and the locations in which services are provided.

Providers will be required to use SRA education curricula that are evidence based. Models eligible for use that are in accordance with the Federal A through H guidelines and priorities are established under Section 510 of Title V of the Social Security Act are:

- Promoting Health Among Teens! Abstinence Only Intervention
- Making a Difference! An Abstinence Based Approach to Prevention of STDs, HIV and Teen Pregnancy
- Choosing the Best – Way, Path, Journey, Life or Soul Mate.
- WAIT- Real Essentials
- Heritage Keepers

Providers receiving funds from other sources that focus on issues other than SRA education must not perform or promote activities that are inconsistent or conflict with SRA education program requirements. Other activities must not promote, endorse, distribute, demonstrate, or provide instruction on the use of contraception or condoms. Information on contraception or condoms, if provided, must be age appropriate and presented only as it supports the sexual risk avoidance message being presented.

Parents and guardians are an important part of the SRA education program services. Providers will provide at least one hour of SRA based program to a number of unduplicated parents or guardians specified in Section 2.5, I.A.4.

Providers will be encouraged to provide the SRA curriculum in a variety of settings including, but not limited to, public and private schools, religious institutions, local community centers, youth camps, juvenile justice programs, alcohol and drug rehabilitation settings, after-school programs, other existing youth development programs, and college and university campuses. Providers are also encouraged to provide services in counties that do not have existing state or federally funded SRA education programs.

Program Expansion: Providers are encouraged to support the Department in efforts to expand the SRA Education Program into Florida counties that are not currently receiving SRA/abstinence education activities. Providers must clearly state whether the county or counties intended for program services are currently receiving state or federal funding for SRA education. It must also be indicated if the county or counties proposed for implementation are receiving services but Provider will be servicing a different geographical area within the county or community.

Religious Advisory: The SRA Education Program adheres to the federal guidelines for exclusion of the teaching or practicing of religion within funded programs. Provider programs will not teach or promote religion and are required to be accessible to any interested participant, regardless of religious affiliation. Violation of these guidelines will result in termination of the contract at the sole discretion of the Department.

2.4 Current and Prior Funded Projects

The Department is searching for Providers with the capacity to deliver SRA education curriculum and programs which provide the highest quality services possible to Florida's youths and parents.

2.5 Project Requirements

2.5.1 Services to be Provided

A. Scope of Services

1. Provider must include the delivery of evidence based SRA classes to youths using the selected curriculum identified in Provider's submitted schedule of events. Provider is required to follow the recommended delivery intervals according to the identified evidence based curriculum. Any deviations must be approved by the curriculum provider and Department's contract manager prior to delivery.
2. Provider must provide the evidence based SRA education curriculum in the settings identified within Provider's submitted schedule of events. Provider will not provide the evidence based SRA education curriculum in settings where other sources of federal or state funding are being utilized to deliver services during the same time period.
3. Provider may use youth leaders to deliver the SRA curriculum and to impart the message to postpone sexual involvement. Youth leaders should be older than or comparable in age to the youths engaged in the program. Provider, prior to their use, must develop a protocol for the training and use of youth leaders as mentors or leaders. An adult leader or instructor must accompany youth leaders whenever they are engaged with youth clients in the program.
4. Parents and guardians are also required to be included as an integral part of the SRA education program services. Programs for parents and guardians must be evidence based, receive prior approval for use from the contract manager, and include an emphasis on explaining adolescent growth and development, risk and protective factors, the benefits of sexual risk avoidance, information on prevention of teen pregnancy and sexually transmitted diseases, development of parent and child communication skills, and the need to establish positive relationships with schools, teachers, and community resources.

B. Clients to be Served

1. General Description. Provider will focus on youths that reside within the geographical area that the proposed project will serve with particular attention given to those groups which are most likely to have children out-of-wedlock.

2. Contract Limits.

a. The minimum level and intensity of services and activities that must be delivered by Provider yearly is as follows:

Category	Funding Amount	Number of Unduplicated Youth	Number of Unduplicated Parents
A	\$50,000	175	35
B	\$100,000	350	70
C	\$150,000	525	105
D	\$200,000	700	140
E	\$250,000	875	175

b. Provider must use the evidence based curriculum listed below in the delivery of SRA education classes. Parent programs must be at least 60 minutes, contain evidence based information, and receive approval from the Department prior to use.

Curriculum	Number of Lessons	Number of Minutes per Lesson
Making a Difference	8	60
Promoting Health Among Teens- Abstinence Only	8	60
Choosing the Best-Way	6	50
Choosing the Best-Path	8	50
Choosing the Best-Journey	8	50
Choosing the Best-Life	8	50
Choosing the Best-Soul Mate	5	50
Heritage Keepers	*	450
Real Essentials(Wait)	8	50

*No set number of lessons, total number of minutes for curriculum is 450

II. Manner of Service Provision

A. Service Tasks

1. Tasks List. Provider must implement the following service delivery activities for promoting SRA education to its focal population, (as identified in **Section I.B.1**) within its identified geographical area.

a. Deliver evidence based SRA education curriculum to the number of unduplicated youth program completers for the appropriate category selected as described in the chart found in Section 2.5, I, B, 2.

- b. Deliver an approved SRA presentation to the number of unduplicated parents for the appropriate category selected as described in the chart found in Section 2.5, I, B, 2.
- c. Recruit and train staff and volunteers to provide SRA education classes.
- d. Prepare a schedule of events, in a format provided by the Department, and submit it to the Contract Manager within 30 days of the start of each year of the contract.
- e. Provide SRA classes to the focal population of youths and establish collaborative relationships with schools and other community-based organizations to present SRA education classes.
- f. Provide SRA education classes to the parents of youths.
- g. Identify site(s) to use as locations for SRA education classes.
- h. Maintain sign-in sheets for each SRA class. Youth sign-in sheets must contain the participant's name, age, gender and race. Each module must be signed by the participant and the name of the program, site, date and time of the class or activity must be included. Provider must use the sign-in sheets provided by the Department.
- i. Ensure general marketing materials include advertisement and promotion of the availability of the SRA education program within the identified focal area. All marketing and media products, including fliers, brochures, advertisements, audiovisuals, and other printed materials must be approved by the Department prior to production. All materials, including marketing and promotional materials, must acknowledge support by the Florida Department of Health, Sexual Risk Avoidance Education Program.
- j. Maintain an operational electronic mail (e-mail) account that is monitored daily. The e-mail account will be used to facilitate immediate and continuous communication access by the Department, youth, community partners, and other interested parties. Provider must notify the Department, in writing, of any changes to the e-mail address within three days after such changes are made.
- k. Participate in any required Department-sponsored workshops and technical assistance trainings.
- l. Designate staff member(s) to participate in the Department's scheduled conference calls or webinars.

B. Staffing Requirements

1. **Staff Levels.** Any change in staffing or staffing levels must be submitted in writing to the contract manager within three days upon official notification of employee departure, and the departing employee must be replaced by an employee of equal or superior qualification. The Provider must ensure that individual personnel files, including signed timesheets, are maintained for all employees paid with funds provided through the contract and for all volunteers utilized in the provision of program services and activities.

An adequate administrative organizational structure and support staff sufficient to discharge its responsibilities under the contract must be maintained by Provider. No position will remain open more than 60 days without prior written approval from the assigned contract manager. In the event the Department determines that the staffing levels do not conform to those promised in the application, it will advise Provider in writing of the nonconforming staffing levels and Provider will have 45 days to remedy the identified staffing deficiencies.

2. Training.

a. Curriculum Training: All staff delivering evidence based program services to youth must be trained in their selected curriculum prior to delivering services. The Provider is responsible for obtaining curriculum training for staff initially and recertifying every three years. Providers must submit a copy of a certificate or proof of training to the Department. Provider is responsible for the cost of the curriculum training. Provider will be responsible for obtaining curriculum training for new staff due to staff changes or new hires after the initial training.

b. Annual SRA Education Program Technical Assistance Training: All staff delivering program services will attend this SRA technical assistance training before delivering services. The annual SRA training is scheduled during the first month after the contract is signed and is held at the Department Headquarters in Tallahassee, Florida unless otherwise rescheduled or relocated by the Department. The cost of this training will be provided by the Department.

c. National Abstinence Education Association (NAEA) Sexual Risk Avoidance Certification: This training will be required and will be provided at the annual technical assistance training discussed in section (b) above. This certification will be done every two years. This training will be funded by Department program office.

d. Expenses incurred to attend the required training are at the expense of Provider. Provider must adhere to the Department of Health's travel guideline, Section 112 when calculating expenses.

3. Professional Qualifications. Provider will be responsible for ensuring staff and volunteers have the education, experience, and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law. All program staff and volunteers must support the goals and objectives of the program and will be prohibited from proselytizing or promoting religion, or other disallowed or conflicting information while performing activities for this program.

4. Staffing Changes. Provider must staff the project with the key personnel as identified above and will notify the contract manager in writing within 10 days concerning any planned staffing changes or reorganization proposals. Prior to diverting any of the proposed key personnel, Provider must notify and obtain written approval from the Department of the proposed change in staffing. Written justification must include documentation of the circumstances requiring the changes. A detailed list of proposed staffing changes is required and must be evaluated and approved by the Department in order to determine project impact. The Department may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any staffing or salary changes will only be made after receiving written approval from the Department.

5. Background Screening. The Provider must ensure that all employees and volunteers, regardless of age, are screened in accordance with Sections 110.1127 (3)(a),(3)(c),(4) and 435.04, Florida Statutes. Initial screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal

Bureau of Investigation (FBI). Independent contractors, volunteers, students, interns, and other persons in positions of trust or responsibility must also comply with the background screening requirements.

Provider must be deemed the “employing agency” and “employer” for purposes of applying these statutes. Provider must initiate background screening, including fingerprinting, at the time a person accepts a job offer or a volunteer agrees to perform services for the organization. No employee or volunteer will perform services related to this project for Provider with a background screening that reflects the offenses listed in Section 435.04(2), Florida Statutes. Employees and volunteers are not allowed to provide services until a favorable background screening result is received. The background screening results must be retained on file at the Provider’s location and made available for review during the programmatic monitoring review. Failure to comply with background screening requirements may result in termination of any contract.

6. Special Accommodations. Any person requiring special accommodations because of a disability should notify the contact person as listed at least five(5) work days prior to any application opening or meeting. If hearing or speech impaired, individuals should notify the contact person by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

C. Service Location and Equipment

1. Service Delivery Location. Services and activities must be conducted at the designated locations as identified in the Program Design and Description. These locations must be readily accessible to the focal population. Services and activities may also be conducted at other appropriate locations identified and approved in advance by the contract manager.

2. Changes in Locations. The Department may request changes in service delivery locations, if deemed necessary, to preclude duplication of SRA education services and activities. Provider may request changes in service locations to ensure delivery to communities with the highest teenage birth rate or highest STD rate as indicated by the Department’s most current version of CHARTS. The Department must be notified in writing at least 7 days prior to initiating any changes in the location of services and activities.

3. Changes in Administrative Location. The administrative office mailing address will be the primary business location. Operational expenses incurred for the personal convenience of staff is unallowable without prior approval from the Contract Manager. All correspondence and overnight packages will be mailed to the primary program office location. Provider will notify the Department in writing at least 30 days prior to any change in its administrative office location.

4. Equipment and Software. Provider will be responsible for securing and maintaining all equipment, computer software, and office supplies necessary to carry out its duties and responsibilities, and assumes all liability for the use of such equipment. Such equipment may include, but is not limited to desks, desk chairs, computers, scanners, projectors, telephones, copiers, and fax machines. Provider must maintain computer and software capability for operation, at a minimum, Microsoft Office compatible software and electronic mail. Provider will be required to use any additional software or

programs implemented by the Department. Title (ownership) to all property and equipment of a non-expendable nature purchased with contract funds is vested with the Department and the State of Florida. Upon the conclusion or termination of the contract, possession of non-expendable property and equipment valued in excess of \$1,000 will revert to the state.

D. Deliverables

1. Service Units. The unit cost for each deliverable by Provider will be paid at \$235.00 per unduplicated youth program completer and \$250.00 per unduplicated parent program completer.

a. Number of Youth Clients. Provide evidence based curriculum over the course of the contract year to the total number of unduplicated youth program completers as specified in tasks A.1.a., A.1.c., A.1.d., A.1.e., A.1.g., A.1.h., A.1.i., A.1.j., A.1.k., A.1.l., and A.1.m. The number of lessons scheduled for delivery must be at 100 percent per curriculum guidelines. (**Section 2.5, B.2.a**) By scheduling at one hundred percent the youth experiences the entire curriculum and allows for an unexpected absence. Youth clients must complete a minimum of 75 percent of the evidence based curriculum and activities to be considered a youth program completer. Youth client attendance must be supported and documented by sign-in sheets in accordance with these requirements. The minimum number of lessons that must be completed per curriculum to obtain a 75 percent completion rate is listed below.

Curriculum	Number of Lessons for 75%	Total Number of Minutes for 75%
Making a Difference – Abstinence Only	6	360
Promoting Health Among Teens – Abstinence Only	6	360
Choosing the Best – Way	5	225
Choosing the Best – Path	6	300
Choosing the Best – Journey	6	300
Choosing the Best – Life	6	300
Choosing the Best – Soul Mate	5	188
Heritage Keepers	--	338
WAIT (Real Essentials)	6	300

b. Number of Parents: Provide SRA education classes using an approved SRA/abstinence promoting presentation over the course of the contract year to a total number of unduplicated parent program completers as specified in tasks A.1.b., A.1.c., A.1.d., A.1.e., A.1.f., A.1.g., A.1.h., A.1.i., A.1.j., A.1.k., A.1.l., and A.1.m. Parents and guardians must complete a minimum of a one hour session to be considered a parent program completer. Parent attendance must be supported and documented by sign-in sheets in accordance with these requirements.

2. Reports. The following reports must be completed and delivered to the Department within the format and timeframes indicated below.

- a. Schedule of Events - A properly completed schedule of events must be submitted within 30 days following the effective date of the contract. The schedule of events will contain, at a minimum, the following information for each contract year:
 - i. Description of the focal population to be served by the project.
 - ii. Listing of schools or other locations where SRA curriculum will be delivered.
 - iii. Identification of the scheduled dates and times of SRA curriculum delivery.
 - iv. Sources of data (curriculum) that will be used to deliver SRA lessons.
 - v. Persons responsible for carrying out the identified activities.
 - vi. Projected number of youths or parents to participate in SRA program at each location.

- b. Required Documents: The following documents must be completed and submitted monthly (within 15 days following the end of the month) for payment.
 - i. Invoice – Documents and reports the number of unduplicated youth and parent program completers for the month.
 - ii. Youth Sign-in sheets: Tracks and reports the attendance of youth clients by requiring name, age, race and gender, birthday, and the original print, signature, and initials of all youth clients.
 - iii. Parent Sign-in Sheet: Tracks and reports the attendance of parents and guardians. The sheets should contain the name of the participants, gender, and a telephone number or e-mail address.
 - iv. Local Match Form: Tracks and reports the committed cash or in-kind match contribution, supporting documents required for the monthly reporting period, and the cumulative total achieved to date.
 - v. Expenditure Report: Identifies, tracks, and reports actual expenditures for the month and cumulative expenditures to date by budget category and line items. Documentation such as receipts, financial institution debit reports, cashed checks, paid invoices, and signed timesheets and supportive documentation must support the expenditures on the monthly expenditure report.
 - vi. Other supporting documentation must be provided upon request to the Department.

3. Records and Documentation. Accurate records in accordance with accepted business operational procedures and practices that sufficiently and properly reflect program operations and activities must be maintained. Information utilized in the performance of the contract or generated as a result of it must meet the definition of “public record” as defined in Section 119.011(11), Florida Statutes. Public records, absent a provision of law or administrative rule or regulation requiring otherwise, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the contract and entitles the Department to unilaterally cancel the contract. It will be required to notify the Department within 10 days of any public records requests from other entities.

Unless a greater retention period is required by the state or federal law, all documents must be retained for a period of six years after the termination of the contract. During the records retention period, all documents must be provided upon request. Submission of such documents must be in the Department’s standard word processing format

(Microsoft Office compatible software). Data files will be provided in a format readable by the Department.

Provider must agree to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Provider will hold the Department harmless from any claim or damages including attorney’s fees, costs, fines, or penalties imposed as a result of an improper disclosure of confidential records whether public record or not and agrees to defend the Department against the same at Provider’s expense.

Provider will maintain all records pursuant to the contract in such manner as to be accessible by the Department upon request. Where permitted under applicable law, access by the public must be permitted without delay.

E. Performance Specifications

1. Performance Measures: Deliverables must be met at the following minimum level of performance:
 - a. Deliverable D.1.a. – The minimum number of unduplicated youths must complete an evidence based program and fill out the required information on a sign-in sheet. See chart below.
 - b. Deliverable D.1.b. – The minimum number of unduplicated parents must complete a SRA education class and fill out required information on a sign-in sheet. See chart below.

Category	Funding Amount	Number of Unduplicated Youth	Number of Unduplicated Parents
A	\$50,000	175	35
B	\$100,000	350	70
C	\$150,000	525	105
D	\$200,000	700	140
E	\$250,000	875	175

2. Monitoring and Evaluation Methodology: Monitoring will be accomplished using a combination of a review of written reports and other documents submitted, site visits and/or desk top reviews, telephone calls, and may include other documentation including letters, emails, memoranda, and notes from conversations. The Department may attempt, but is not required, to give at least 14 calendar days notification prior to the date of any site visit. Notification of any documents or data that must be compiled and ready for departmental review during the site visit will be given in advance of the site visit. This does not preclude the Department from reviewing other documents or data not indicated in the prior notification during the site visit. The Department reserves the right to conduct unannounced visits for contract management. All Provider services will be monitored to determine acceptable programmatic performance and compliance with the contract terms and conditions. During the programmatic monitoring review process, the contract manager will review and evaluate the performance under the terms of the contract and will develop a written report within 30 days after the monitoring review indicating any concerns, deficiencies, recommendations or necessary corrective actions required of Provider. Provider will have up to 30 days from receipt of the report to provide a written response to the contract manager stating the action that has been

taken or intends to take in response to the concerns, deficiencies, recommendations, or necessary corrective action noted in the Department's report.

3. Performance Definitions: Provider must adhere to the definitions as provided in **Sections I.0** and the units of service deliverables as provided in **Section 2.5, II.D.**

F. Provider Responsibilities

Coordination with Other Entities: Provider must ensure that its services and activities are coordinated with programs and services provided by the Department's Division of Community Health Promotion and with any other entity who is engaged by the Department to help facilitate the implementation of the contract. Coordination may also include other local service providers or entities for the purpose of service delivery or to ensure non-duplication of services. Examples of these organizations include, but are not limited to, government agencies, county health departments, and other state or federally funded SRA/abstinence-only education Providers. Failure of other entities does not alleviate the Provider from any accountability for tasks or services Provider is obligated to perform pursuant to the resulting contract.

III. Method Of Payment

- A.** The Department will pay for the delivery of service units provided and allowable expenditures in accordance with the payment schedule and deliverables. The total dollar amount to be paid will not exceed the selected funding category and is subject to the availability of funds and to federal appropriation. The total amount of cash and/or in-kind matching funds committed is equal to the selected funding category. Matching funds must be documented on a monthly basis and through the submission of the local match documentation form.
- B.** Payment Schedule – The Department agrees to pay for the service units and deliverables at the unit price(s) monthly. The service units for which payment is requested will not either singularly or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized. Payment is contingent upon the submission of the required monthly documentation, approval of documentation by the contract manager, and compliance with other requirements. If all deliverables and other requirements are met, the Provider will receive one hundred percent (100%) of the monthly payment requested.
- C.** Supporting Documentation Requirements – The Provider must maintain accurate records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) and time the services were provided. Documents must be clear, concise, and easily auditable.
- D.** Financial Consequences – Pursuant to Sections 215.971 and 287.058, Florida Statutes, the Department will reduce or withhold payment if Provider fails to submit any required reports, perform any task or services within the established timeframes, or meet any deliverable. The exact amount of any financial consequences will be included in the contract.

IV. Special Provisions

- A.** Non-expendable Property Clause: Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$1,000.00 or more per unit and that has an expected useful life of at least one year and hardback bound books that are not circulated to students or the general public, the value or cost of which is \$250.00 or more. Hardback books with a value or cost of \$250.00 or more should be classified as an operating capital outlay (OCO) expenditure.

All such property purchased will be listed on the property records of the Provider. Said listing must include a description of the property model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property. All such property purchased must be inventoried annually and an inventory report will be submitted to the Department along with the final expenditure report. A report of non-expendable property will be submitted to the Department along with the expenditure report for the period in which it is purchased. Title (ownership) to all non-expendable property acquired with funds from this program will be vested in the Department upon completion or termination of the contract. At no time will the Provider dispose of non-expendable property purchased except with the permission of and in accordance with instructions from the Department.

A formal request is required prior to the purchase of any item of non-expendable property not specifically listed in the approved contract budget.

- B.** Monthly Documentation: Monthly documentation submitted that has inaccuracies or deficiencies may be returned via regular or overnight mail in order for the provider to make the necessary revisions or corrections. The contract manager will make the determination if any documents can be submitted to the Department electronically.
- C.** Contract Renewal: The contract may be renewed for a one year basis for up to 3 years beyond the initial contract. Such renewals will be made by mutual agreement, contingent upon satisfactory fiscal and programmatic performance evaluations as solely determined by the Department, and subject to the availability of funds.
- D.** Rights to Data: Where activities supported 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 or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, patent, or legal title, every right, interest, claim, or demand of any kind to any patent, trademark, copyright, or application for the same will vest in the State of Florida. No person, firm, or corporation will be entitled to use the copyright, patent, or trademark without the written consent of the Department.
- E.** Within 45 days of termination or non-renewal of the contract repayment to the Department of funds provided by the Department to Provider under the contract as follows: Provider will repay all funds paid to it by the Department that have been misappropriated or not expended in accordance with the performance standards and specifications of the contract.

- F. No payment will be made for any month unless the Department has received the required client and service information for the month as specified in Section 2.5, II.D. Any payments due may be withheld until all specified reports due and necessary adjustments have been approved by the Department.
- G. This program requires 100 percent match or in-kind services. If the amount of match or in-kind services is not met, the final payment will be withheld by the amount of matching or in-kind funds due.

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

Entities eligible to submit applications must be legal business entities with an office in Florida and include, but are not limited to, county health departments, schools, health care providers, community and faith-based organizations, and not-for-profit 501(c)(3) entities.

3.2 Eligibility Criteria

To be eligible to receive a grant, all corporations, limited liability companies, partnerships, and their sub-contractors seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617 and 620, Florida Statutes.

3.3 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

Non Corporate Status

Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617 Florida Statutes.

3.4 Period of Support

The initial project term will be for a funding period of three years beginning October 1, 2015 and ending September 30, 2016.

3.5 Use of Grant Funds

The Department will provide payment to the successful grantee for allowable costs that are reflected in the proposed budget and approved by the Department.

Allowable and Unallowable Costs:

Allowable and unallowable expenditures are defined by at least one of the following:

- Reference Guide for State Expenditures found at http://www.myfloridacfo.com/aadir/reference_Guide/reference_guide.htm
- Sections 112.061, Section 286.27, Section 215.97, Florida Statutes
- Office of Management and Budget (OMB) Circulars A-110-Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- A-133-Audit of States, Local Governments, and Non-Profit Organizations
- A-122-Cost Principles for Non-Profit Organizations
- A-87-Cost Principles for State and Local, and Indian Tribal Governments
- A-21-Cost Principles for Educational Institutions
- Catalog of Federal Domestic Assistance (CFDA)
- Code of Federal Regulations (CFR)

Once 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. Section 17.29, Florida Statutes, gives the Chief Financial Officer (CFO) the authority to prescribe any rule they consider necessary to fulfill their 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 powers and duties of the CFO are set forth in Chapter 17, Florida Statutes. Section 17.03(1), Florida Statutes requires that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, will examine, audit, and settle all accounts, claims, and demands against the State.

The following lists of allowable and unallowable costs were created solely to be used as a helpful guide for prospective Applicants and grant awardees. These lists do not supersede the federal or state definitions of allowable and unallowable costs.

A. Allowable costs – All expenditures must be reasonable and necessary to provide the services described in the contract and include, but are not limited to the following:

1. Personnel salaries and fringe benefits
2. In-state travel in accordance with Section 112.061, Florida Statutes and Department of Health policies and procedures
3. Office space, furniture, and equipment
4. Program related expenses, such as office supplies, postage, copying, telephone, utilities, insurance, advertising, and subscriptions to SRA education related publications
5. Computer hardware and software
6. Direct service provision and activities
7. Promotional activities
8. Media and marketing activities
9. SRA education curricula and supporting material
10. Financial compliance audit if required.
11. Level II background screening

B. Unallowable costs – Are expressly prohibited expenditures and include the following:

1. Unless specifically authorized by law, the expenditure of state funds for the following items related to professional and occupational licenses are not allowable:
 - Florida or other bar dues
 - Professional license fees
 - Occupational license fees
 - Driver license fees
 - Other fees for licenses required for an individual to pass the examination for any of the above licenses, unless the training is directly related to the person's current official duties related to delivery of the program services
 - Examination fees for professional occupational or other licenses for a Person to perform his or her official duties
2. Other unallowable costs and expenditures include:
 - Cash awards to employees or ceremony expenditures
 - Entertainment costs, including food, drinks, decorations, amusement, diversion, and social activities and any expenditure directly related to such costs as tickets to shows or sporting events, meals, lodging, rentals, or transportation
 - Out of state travel
 - 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
 - Lease or purchase of vehicles
 - Development of major software applications
 - Direct client assistance (monetary)
 - Indirect costs
 - Conference sponsorship
 - Personal cellular telephones
 - Meals not in accordance with Section 112.061, Florida Statutes
 - 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/nonpayment of taxes
 - Supplanting of other federal, state, and local public funds expended to provide SRA education and other youth development program services and activities

Section 4.0 APPLICATION REQUIREMENTS

4.1 Application forms

Applicants must use the official forms attached to this RFA. Alternate forms will not be entered into the review process.

4.2 Order of Application Package

1.	Cover Page (Attachment I)
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2.	Table of Contents
3.	Project Narrative (proposal) -Project Summary -Statement of Need -Program Description -Project Design -Management Plan – Staffing and Organizational Capacity -Collaboration
4.	Proposed Budget Summary (Attachment II) Budget Justification Narrative (Attachment III) Note: If funding is requested in an amount greater than the ceiling of the award range, the application will be considered non-responsive and will not be entered into the review process. The application will be returned with Notification that it did not meet the submission requirements.
Appendix A	Written Assurance of Accuracy (Attachment IV)
Appendix B	Organizational Capacity Documentation B.1. Table of organization or organizational chart B.2. Documentation that verifies official status of CBO (Community-Based Organization) (501c3 status) B.3. Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes. B.4. Current roster of the Board of Directors, including names, addresses, and telephone numbers B.5. Copy of the management letter from most recent financial audit (not required for governmental agencies, public schools, school districts and county health departments) B.6. Copy of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources. B.7. Letter(s) of support or commitment to the proposed project from an Authorized official such as the Administrator or Director of the local County Health Department (If Applicable)
Appendix C	Collaboration Documentation C.1. Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented. C.2. Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.
Appendix D	D.1 Civil Rights Compliance Checklist (Attachment VIII) D.2 Certification Regarding Lobbying (Attachment IX) D.3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment VII) D.4. Financial Compliance Audit (Attachment XI)
Appendix E	Application Checklist (Attachment V)

4.3 Cover page

Each copy of the application must include the Cover Page. The template for the Cover page can be found in **Attachment I**. A copy of the signed Cover Page must be attached to the application.

4.4 Table of Contents – Two page limit

Each copy of the application must contain a table of contents identifying major sections of the application, as identified in **Section 4.2**, Order of Submission, with page numbers.

4.5 Required Content of the Narrative Section

The point values listed for each section will be used in scoring your application.

I. Project Summary – One page limit

The Project Summary will be used to brief state officials and others about the proposed project. Applicants must provide a succinct one-page summary of the proposed project in 500 words or less. The project summary should identify the main purpose of the project, the focal population to be served, types of services offered, the area to be served, expected outcomes, and the total amount of grant funds requested. **No points will be awarded for this Section.**

II. Statement of Need – Two Page Limit

The Statement of Need will be used to describe the need for the proposed project. Applicants must identify in narrative form the following information:

A. Focal population and geographic area proposed to be served.

B. Need for the proposed SRA education program services and activities in the local community, including any gaps (unmet needs) in services. Include data related to adolescent sexuality, including teen birth, pregnancy, and STD data. This should include a comparison of data for the proposed project geographic area with statewide averages to demonstrate relative need for the project.

C. Whether there are any other state or federally-funded teen age pregnancy prevention education programs operating in the county or local community proposed to be served including the following:

- what focal population or area is being served by these existing programs
- how the Applicant proposes to avoid duplication of any existing services
- how the Applicant will prevent the supplanting of funds already being provided
- and how the proposed program will enhance or differ from the existing programs

D. Risk factors and other health and/or social indicators that contribute to adolescent sexual risk behavior in the defined geographic area of application.

E. Impact of adolescent sexuality on the identified focal population.

F. Any racial/ethnic and other health disparities related to adolescent pregnancies that exist within the local community.

G. The source(s) of all data and statistics used to validate the need.

Maximum number of available points for Section II: 18 Points

III. Program Plan – Includes Program Description and Project Design

A. Program Description – Three Page Limit

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

1. The age group of the priority focal population is between the ages of 11 and 19.

2. The geographic area by zip code or neighborhood boundaries where services will be provided. Provide the site locations where specific services will be provided and explain why those sites were chosen.
3. Each local programmatic objective proposed to be accomplished by the project, the planned results, and the manner in which the results are to be achieved. Each objective must be directly related to achievement of the Major Program Goals identified in **Section 2.3** and must be quantifiable and measurable. At a minimum, include objectives related to recruitment of youth participants and the delivery of the SRA education classes, parent involvement, and increasing community support for SRA education.
4. List the intended outcomes or specific changes expected to result from the program activities.
5. The activities or actions that will be undertaken to achieve the local programmatic objectives, including timelines with beginning and ending dates, and the persons who will be responsible for each activity or action.
6. The mechanism that will be used by the program to document and measure its progress toward meeting the programmatic objectives.
7. The roles and responsibilities of other organizations that will be involved in implementing the project, if any.

Maximum number of available points for Section II: 12 Points

B. Project Design – Four Page Limit

The Project Design will be used by the Applicant to explain how the proposed project as described in the Program Description will actually be delivered.

Applicants must identify in narrative form the following information:

1. The intended program structure implementation strategy in compliance with **Section 2.3 and 2.5.**
2. The total number of youth clients proposed to be served during the project period. As required in **Section 2.5**, Scope of Services/Clients to be Served, the project must serve no fewer than the number of unduplicated youths in accordance with requested funding category.
3. The number of SRA education classes that will be provided and the number of sessions that will make up each class. It is expected that an adequate number of classes will be scheduled to deliver 100% of the evidence based SRA curriculum to enhance effectiveness of the program.
4. The total number of youth clients expected to complete at least 75% of the various program activities provided during the project period.
5. Brief description or listing of the services and activities that make up the proposed project.
6. The times of local project service delivery.
7. Describe the service delivery methods that will be used by the program with an emphasis on intensity and duration of services and activities. The description should include the types of instructional activities and approaches that will be used which are built upon a strong foundation of documented research and effective learning strategies for reaching and engaging a youth audience.
8. Identify the number of parents and guardians to be served during the project period. The project must serve no fewer than the number of unduplicated parents and guardians in accordance with requested funding category.
9. Describe the methods that will be used to recruit and actively engage parents and guardians in the program.

Maximum number of available points for Section III: 21 Points

IV. Management Plan – Staffing and Organizational Capacity – Two Page Limit

The Staffing and Organizational Capacity section will be used by the Applicant to describe the Applicant's ability to successfully carry-out the proposed project and to sustain the program once grant funding ends. This section must include a brief description of the organization and its approach to managing the project, including proposed staffing for the project. Applicants will identify in narrative form the following information:

- A.** Background information about the organization and previous grant related experience, if any, including a brief description of projects similar to the one proposed in response to the RFA. Describe the administrative structure of the organization, its overall mission and how it relates to the statement of purpose for this RFA.
- B.** A synopsis of corporate qualifications indicating Applicant's ability to manage and complete the proposed project.
- C.** The Applicant's operating hours.
- D.** Description of how the program will be staffed, e.g., paid staff and/or volunteers. Identify the number and type of positions needed, which positions will be full-time and which will be part-time, and qualifications proposed for each position, including type of experience and training required. Particularly address the experience and training requirements of instructors, counselors, administrative and management staff and volunteers. If the program will use volunteers, how will they be recruited?
- E.** Description of the organization's plan to provide orientation and on-going training to ensure that staff and volunteers are properly trained to deliver program services and activities.
- F.** Description of the organization's plan for financially sustaining the local project once the funding period ends.

Submit the following as **Appendix B** to the application:

- Table of organization or organizational chart
- Documentation that verifies official status of CBO(Community-Based Organization)(501c3 status)
- Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes
- Current roster of the Board of Directors, including names, addresses, and telephone numbers
- Copy of the management letter from most recent financial audit (not required for governmental agencies, public schools, school districts and county health departments)
- Copy of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources
- Letter(s) of support or commitment to the proposed project from an Authorized official such as the Administrator or Director of the local county health department (if applicable)

Maximum number of available points for Section IV: 11 Points

V. Collaboration – One Page Limit

The Collaboration section will be used by the Applicant to describe the Applicant's efforts to partner with other organizations within the local community to deliver the proposed project as described in the Program Description and Project Design for the benefit of the identified focal population. Collaboration will also be considered as a

means of ensuring program sustainability once grant funding ends. Applicants must identify in narrative form the following information:

- A.** The coordination/collaborative process used to plan and implement the proposed project. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and provide assurance that there is no duplication or over-lap of services.
- B.** The identity of each collaborative partner and their part in the collaboration. Describe their role, activities, and expected outcomes as a result of their input.
- C.** How members of the focal population and the local community will be involved in project implementation.

Submit the following as **Appendix C** to the application:

- Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented.
- Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.

Maximum number of available points for Section V: 6 Points

4.6 Proposed Budget Form and Budget Justification Narrative

The Proposed Budget Summary and Budget Narrative provide a breakdown and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Program Description and Program Design. The method of cost presentation will be a line-item budget using the format found in **Attachment II**. Justification for all cost items, including local match, contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in **Attachment III**. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line-item budget. All requested costs must be reasonable and necessary to perform the services and activities proposed in the Application. Applicants should recognize that costs do not remain static; the budget should reflect the various phases and activities of planning, organizing, implementation, evaluation and dissemination.

A. Budget Summary – One Page Limit

1. All costs contained in the Budget Summary must be directly related to the services and activities proposed to be provided and identified in the application.
2. If there is a match of cash or in-kind services being committed to the project, indicate the amount of match the organization or partner agencies will be providing for each budget category.

B. Budget Narrative – Four Page Limit

1. Provide justification and details for all cost items, including computations, contained in the Budget Summary.
2. Include only expenses directly related to the project and necessary for program implementation.
3. Provide a narrative description of the amount and sources of match, if any, that will be provided.

Maximum number of available points for Section 4.6: 12 Points

4.7 Authorized Signatory

The signature on the application must be that of an authorized official of the organization. An authorized official is an officer of the prospective Applicant's organization who has legal authority to bind the organization to the provisions of the RFA and the subsequent grant award. The authorized signature certifies that all information, facts, and figures are true and correct and that if awarded a grant, the Applicant will comply with the RFA, the Standard Contract, all applicable State and Federal laws, regulations, grant terms and conditions, action transmittals, review guides, and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program. The organization also agrees to comply with the terms and conditions of the Department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others, as necessary as stated in Section 2.5, II.B.5.

4.8 Appendices

All appendices must be clearly referenced and support elements of the application.

Section 5.0 SUBMISSION OF APPLICATION

5.1 Application Deadline

Applications must be received by June 29, 2015.

5.2 Submission Methods and Where to Send Application

INSTRUCTIONS FOR SUBMITTING APPLICATIONS:

1. Only applications sent by U.S. Mail, courier, or hand delivered will be evaluated for this RFA. (Faxed or emailed applications will not be evaluated).
2. One (1) original application, four copies of the application, and one electronic copy of the application on a Compact Diskette(CD) or USB drive, and all supporting documents must be submitted. The original copy of the application must be signed in blue ink to indicate the original signature or it must be stamped original.
2. Pages should be single-spaced, numbered, with one-inch margins.
3. The font size must be 11 points, the type must be Arial.
4. Application is to include all components as listed in **Section 4.2**.
5. Contents of the application must be in the order of the outline defined in **Section 4.2**.
6. Appended material must not be used to circumvent the page limit for the application.
7. Applications must not contain personally identifiable information (PII). PII includes information such as social security numbers and birth dates.
8. It is the responsibility of the Applicant to assure the application is submitted at the place and time indicated in the timeline. If the deadline has passed, the application will not be accepted.
9. No late applications will be accepted, under any circumstances, regardless of the reason(s) for its late submission.

Section 6.0 EVALUATIONS OF APPLICATIONS

6.1 Receipt of Applications

Applications will be screened upon receipt. If the Applicant does not submit all required components as described in Section 4.0, the application will not be considered for review. Complete applications are those that include the required components and

forms of this application.

6.2 How Applications Evaluated and Scored

Applications will be reviewed and scored using SRA/Abstinence Education evaluation Criteria form. **Attachment XII.**

6.3 Grant Award

The Department seeks to reduce teenage sexual activity, teenage pregnancy, births to unwed teens and the transmission of sexually transmitted infections (STIs) by promoting sexual risk avoidance. Awards will only be granted if funding is available.

6.4 Award Criteria

Funding decisions will be determined by the Department on the basis of merit as determined by the RFA.

6.5 Funding

The Department reserves the right to revise proposed plans and negotiate final funding prior to execution of contracts.

6.6 Awards

Awards will be listed on the website at:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>

and

http://www.myflorida.com/apps/vbs/main_menu

on or August 5, 2015.

Section 7.0 REPORTING AND OTHER REQUIREMENTS

7.1 Post Award Requirements

Funded Applicants will be required to submit schedule of events within 30 days of effective date of contract.

Section 8.0 REQUIRED FORMS

8.1 Attachments:

- I. Cover Page
- II. Proposed Budget Summary
- III. Budget Justification Narrative
- IV. Written Assurance of Accuracy
- V. Application Checklist
- VI. Florida Department of Health Standard Contract
- VII. Debarment Form

- VIII. Civil Rights Compliance Checklist
- IX. Certification Regarding Lobbying
- X. Financial Compliance Audit
- XI. Federal Recipient/Subrecipient and Vendor Determination Checklist
- XII. Evaluation Criteria

ATTACHMENTS

Attachment I: Cover Page



**Bureau of Family Health Services
Sexual Risk Avoidance/Abstinence
Grant Application**

COVER PAGE & CERTIFICATION

Title of Project:			
Amount of Grant Funds Requested:		County to be Served:	
Applicant Name:			
Title:			
Lead Agency Name:			
Telephone Number & Extension:		Fax Number:	
Email Address:		Federal ID#	
Mailing Address:			

Applicant Organization Type:	<input type="checkbox"/> Schools	<input type="checkbox"/> Public	
<input type="checkbox"/> Non-Profit 501(3)c	<input type="checkbox"/> Health Care Facility	<input type="checkbox"/> Private	
<input type="checkbox"/> County Health Department	<input type="checkbox"/> For-Profit	<input type="checkbox"/> Other	

Official Authorized to Certify Application			
Name:			
Title:			
Organization Name:			
Telephone Number & Extension:		Fax Number:	
Email Address:			
Mailing Address:			

Please note: The application is for the purpose of applicant selection. Final negotiation of the Work Plan will be completed after grant award.

Certification

By signing below the duly authorized representative certifies that all information, facts and figures are true and correct and that if awarded a grant, the agency will comply with the RFA, the Standard Contract, all applicable State and federal laws, regulations, grant terms and conditions, action transmittals, review guides, and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program. The organization also agrees to comply with the terms and conditions of the Department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others.

Signature & Certification of Authorized Official:	Date:
<hr style="border: 0; border-top: 1px solid blue; width: 50%; margin: 0 auto;"/> Signature	

Attachment II

BUDGET SUMMARY FORMAT

(1) BUDGET CATEGORY	(2) GRANT AMOUNT REQUESTED	(3) LOCAL CASH/IN-KIND MATCH	(4) GRAND TOTAL
PERSONNEL (SALARY AND BENEFITS)			
Personnel			
Fringe Benefits			
Contracted Program Staff			
SUBTOTAL PERSONNEL			
EXPENSES			
Staff Travel			
Training and Seminars			
Equipment (\$2,500 and under)			
Equipment (Over \$2,500.00)			
Consumable Office Supplies			
Rent/Telephone/Utilities			
Curricula and Other Educational Material			
Field Trips			
Background Screening			
Insurance			
Media Advertising			
Other:			
SUBTOTAL EXPENSES:			
TOTAL PROJECT COST			

BUDGET NARRATIVE FORMAT

A justification for all costs associated with the proposed program must be provided. The Budget Narrative must provide detailed information to support each line item contained in the proposed Budget Summary. All Standard Contracts resulting from this RFA will be fixed price, unit costs based upon the service deliverables and unit costs per deliverables. The Budget Narrative should include, but is not limited to the following:

PERSONNEL-(SALARY AND BENEFITS)

- A. **Personnel** – List each position by title or name of employee (if available). Show the annual salary rate and the percentage of time to be devoted to the program. Compensation paid to employees engaged in grant activities must be consistent with that paid for similar work within the prospective applicant’s organization.

Name/Position	Computation of Salary (Annual Salary X % of Time)	Cost
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- B. **Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the Personnel category and only for the percentage of time devoted to the program.

Name/Position	Computation of Fringe Benefits (Personnel Cost X % Rate)	Cost
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- C. **Contracted Program Staff** - These are program staff employed on a contractual basis to provide direct services related to program implementation and for which the organization directs and controls when, where and how the employee performs the work. This may include, but is not limited to, providing office space, operating supplies, equipment, and training to do the work. List each position by title or name of employee (if available). Show the hourly rate and the percentage of time to be devoted to the program. Compensation paid to such employees must be consistent with that paid for similar work within the prospective Applicant’s organization.

Name/Position	Computation of Salary (Hourly Rate X % of Time)	Cost
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EXPENSES

- D. **Staff Travel** – Itemize the cost of local travel and mileage expenses for personnel by purpose. Show the basis of the calculation. Travel expenses are limited for reimbursement as authorized in Section 112.061, Florida Statutes. Mileage is reimbursed at \$0.445 cents per mile.

Purpose of Travel	Location	Computation	Cost
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- E. **Training and Seminars** – Itemize costs associated with required or anticipated staff training or seminars by purpose, and include associated costs (i.e., mileage, per diem, meals, hotel, registration fees, etc.). Travel expenses are limited for reimbursement as

authorized in Section 112.061, Florida Statutes. No out of state travel may be paid with funds provided under this RFA. **All conference travel must be requested and approved in writing by the department in advance.**

Training or Seminar	Location	Computation	Cost
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F. **Equipment (\$2,500.00 and under)** – List each equipment item to be purchased. Indicate whether equipment is to be purchased or leased and why the equipment is necessary for operation of the program.

Items	Computation	Cost
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G. **Equipment (Over \$1,000.00)** – List each equipment item to be purchased. Indicate whether equipment is to be purchased or leased and why the equipment is necessary for operation of the program.

Items	Computation	Cost
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H. **Consumable Office Supplies** – Itemize program related supplies separately by type (office supplies, copy paper, postage, etc.) that are expendable or consumed during the course of the program and show the formula used to arrive at total program costs.

Items	Computation	Cost
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I. **Rent/Telephone/Utilities** – Itemize program specific costs to implement the program by pro-rata share or applicable percentage of the total costs of these items. List each item separately and show the formula used to derive at total program costs.

Items	Computation	Cost
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J. **Curricula and Other Educational Material** – Itemize the costs of program related curricula, including consumable workbooks, and other educational material proposed to be used by the program.

Items	Computation	Cost
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K. **Field Trips** – Itemize any field trips proposed as a component of program implementation. Details the educational or community service related benefits of each field trip and how it relates to the goals and objectives of the program. Itemize all costs associated with each field trip, including transportation, admission fees, etc.

Items	Computation	Cost
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L. **Background Screening** – Itemize the costs of background screening of employees and volunteers utilized in the program’s operation.

Items	Computation	Cost
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M. **Insurance** – Indicate the cost of maintaining comprehensive liability insurance for the program.

Items	Computation	Cost
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N. **Promotion and Marketing Materials** – Itemize the type and costs of materials to be purchased or developed for use in promoting and marketing the program in the local community. Detail the programmatic benefits to be derived from the promotion and marketing materials and how they relate to achievement of the programmatic goals and objectives.

Items	Computation	Cost
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O. **Media Advertising** - Itemize the costs of media advertising related to marketing and promotion of the program and marketing. Details the programmatic benefits to be derived from the advertising and how it relates to achievement of the programmatic goals and objectives.

Items	Computation	Cost
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P. **Other** – List and describe any other expenses related to the program that is not specifically listed above. Breakout and show the computation for each line item.

Item	Computation	Cost
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CASH/IN-KIND MATCH

If a commitment of cash and/or in-kind match has been identified on the Budget Summary provide a narrative description of each source of match by budget category, including the amount of cash and/or in-kind match and how the amount was calculated.

A. **Personnel (Salary and Benefits)**

Description of Match Sources	\$ Amount	How Calculated
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B. **Expenses**

Description of Match Sources	\$ Amount	How Calculated
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C. **Contractual Services**

Description of Match Sources	\$ Amount	How Calculated
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ATTACHMENT IV
FLORIDA SEXUAL RISK AVOIDANCE EDUCATION PROGRAM
WRITTEN ASSURANCE OF ACCURACY

The Applicant hereby provides assurance that it will comply with the following:

A. The applicant shall make every effort to provide accurate materials and information to all clients they serve under the Sexual Risk Avoidance Education Program.

B. The applicant shall demonstrate the above stated effort by:

- Assuring that selected curricula and supplementary materials are the most current editions available.
- Providing or having available, the reference source for any and all statements of a medical nature to ensure medical accuracy.
- Ensuring that any out-of-date medical facts, data and statistics or other information or research is updated to reflect the most currently accepted medical facts, data and statistics or other information for the topic.

Signature of Authorized Official

Title of Authorized Official

Date

**Sexual Risk Avoidance Education Program
REQUEST FOR APPLICATIONS
Application Checklist**

This checklist is to be used by applicants to help ensure that all parts of the application are included and must be returned with the application as Appendix F. **Use Y = yes; N = no; and N/A = not applicable.**

CHECKLIST ITEMS	Y, N, or N/A
Cover Page - with authorized signature	
Table of Contents - All major sections of the application are identified along with the page numbers.	
Project Abstract/Summary - Does not exceed page limits.	
Statement of Need - Does not exceed page limits.	
Program Description - Does not exceed page limits.	
Project Design - does not exceed page limits	
Management Plan -Staffing and Organizational Capacity - Does not exceed page limits.	
Collaboration - Does not exceed page limits.	
Budget Summary – Provided in the required format; does not exceed maximum grant amount allowed; and all calculations are correct.	
Budget Narrative – Addresses all cost items identified on the Budget Summary, including the amount and sources of match being provided, if any. All calculations are correct. Does not exceed page limits.	
Appendix A - Written Assurance of Accuracy - contains authorized signature and date	
Appendix B – Organizational Capacity Documentation	
B.1. Table of Organization or Organizational Chart	
B.2. Documentation that verifies official status of CBO (Community-Based Organization) (501c3 status)	
B.3 Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes.	
B.4. Current roster of Board of Directors (with names, addresses, telephone numbers)	
B.5. Copies of management letters from most recent financial audit(not required for governmental agencies, public schools, school districts and county health departments) if applicable	
B.6. Copies of responses to most recent programmatic or administrative monitoring reports from current or past funding sources. if any.	
B.7. Letter(s) of support or commitment to the proposed project from an Authorized official such as the Administrator or Director of the local County Health Department (if Applicable)	
Appendix C – Documentation of Collaboration	
C.1. Signed Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented	
C.2. Agreements or letters of support with other collaborative partners, if any	
Appendix D.1. – Civil Rights Compliance Checklist	
Appendix D.2. – Certification Regarding Lobbying	
Appendix D.2. - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
Application follows the Order of Submission required in Section 4.2. All pages are numbered consecutively, including Appendices. Application is typed in font size Arial 11 with one inch margin all around.	
Application electronically submitted with all supporting documentation.	
Appendix F - Application Checklist	

CFDA No.
CSFA No.

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

Client Non-Client
 Multi-County

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

08/13

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 procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

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 anyway 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)

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: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

**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 _____
08/12



**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

CIVIL RIGHTS COMPLIANCE CHECKLIST

For the Fiscal Year July 1 2014 to June 30, 2015

Facility / Program	County	
Address	Completed By	
City, State, Zip Code	Date	Telephone
Briefly describe the geographic area served by the program/facility and the type of services provided:		

Minimum Requirements	Complies?		N/A	COMMENTS If, No or N/A, Explain briefly	Local - County procedures or policy refs
	Yes	No			
Requirement: DOH Policy – Designation of Compliance Officer. Programs and facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI); HHS Assurances; as well as Section 504 of the Rehabilitation Act of 1972 (Section 504), the ADA of 1990 (ADA), and the Age Discrimination Act of 1975.					
1. Has your organization assigned the local responsibility for insuring compliance with the HHS Assurances for Title VI of the Civil Rights Act of 1964 (Title VI) , as amended, under the contract between the Florida Department of Health and the U.S. Department of Health and Human Services to someone in your organization?	Y	N			
1a. Who is designated as the local Title VI Coordinator?					
1b. What is this person's position title?					
2. Have all contracted service providers with 15 or more employee designated a Title VI Coordinator?	Y	N			
- a Section 504 coordinator:	Y	N			
- a contact person for ADA and Limited English Proficiency (LEP) requests	Y	N			
3. Has your organization appointed an employee with compliance monitoring responsibilities for Section 504, ADA, and the Age Discrimination Act of 1975? If not the same as the Title VI coordinator (#1 above), provide the name, position title and contact information.	Y	N			
Requirement: DOH Policy – Equal Access and Participation (Participation). Programs and facilities will maintain and record statistics which will document equal access and participation in compliance with Title VI, including participant demographics and program qualification requirements, including numbers applying for services, enrollment, and number not enrolled.					

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			

Requirement – Equal Access and Participation: Reporting Community Outreach and Advocacy

4. Does your organization document the dissemination of information to the community (including clients, potential clients and advocacy groups) about HHS's Title VI programs and your organization's commitment to compliance with civil rights and non-discrimination?	Y	N			
4.a – Does your organization regularly meet or communicate with community organizations and advocacy groups?	Y	N			
4.b – What community organizations and advocacy groups do you communicate regularly with, and how? (List on a separate sheet)	Y	N			

Requirement – Equal Access and Participation: Reporting Compliance

5. Does your organization record and maintain statistics which will document equal access and participation in compliance with Title VI ?	Y	N			
5.a – Do your records identify participants and applicants in each program at each center or location, and if so, do you record race, color, national origin, age, gender and disability status?	Y	N			
5.b – Are the participation rates reported to the EO Section – and how often?	Y	N			
5.c – Do you report the number and enrollment rates of applicants and the number of participants who complete each program?	Y	N			
5.d – Do you offer and collect participant satisfaction surveys for each program?	Y	N			
5.e – Who has physical custody of the records on applicants and participants, and surveys?	Y	N			

Requirement - Equal Access and Participation: Limited English Proficiency and Auxiliary Aids Plan

6. Does your organization annually review the Department's LEP and Auxiliary Aids Plan (LEP/AA) and incorporate any changes in the local LEP/AA Plan provisions?	Y	N			
6.a Who is designated as the LEP/AA Plan contact and coordinator?	(Name, Title and Phone number)				

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
6.b Does the above individual annually review and update the local resources and referrals for your organization?	Y	N			

Requirement - Equal Access and Participation: Communications

6.c Does your organization provide an updated list of local resources and referrals to staff and/or training , to provide information on how to access the list of resources? If so, does it include the following:	Y	N			
6.c.1. Description of auxiliary aids available for use in each phase of the service delivery process	Y	N			
6.c.3. Does the organization have a requirement for training for direct services field staff, institutional staff and other staff who deal with the public? If so, does it include the following:	Y	N			
6.c.3a. Procedures to be used by direct service staff in requesting appropriate auxiliary aids	Y	N			
6.c.3b. Florida Relay Service (FRS) phone number (711) publicized for communications	Y	N			
6.c.3c. Full range of communication options, at no cost	Y	N			
6.c.3d. A list of formal arrangements with interpreters who can accurately and fluently express and receive in sign language? The names, addresses, phone numbers and hours of availability of interpreters must be readily available to direct services employees.	Y	N			
6.c.3e. – Accessibility to supplemental hearing devices as needed.	Y	N			
6.c.3f. - Use of written communication in lieu of verbal communications.	Y	N			
6.c.3g. – Use of Flash cards to communicate.	Y	N			
6.c.3h. At least one telecommunications device, or an arrangement to share a TDD line with other facilities.	Y	N			
6.c.4. Information that use of family members may be used only if they are specifically requested by a hearing impaired person.	Y	N			

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
7. Does the organization have a written Monitoring Procedure which includes:					
- Description of how client needs are assessed.	Y	N			
- Approval responsibility for request for and obtaining the requested auxiliary aid or interpreter	Y	N			
- Standard time for DOH to provide service(s)	Y	N			
- FRS phone number (711) publicized	Y	N			
- Name of CHD/CMS Director or Administrator is provided and displayed	Y	N			
- Name and contact information for local EO Coordinator, ADA Coordinator and to request LEP/AA Plan services displayed in each location	Y	N			
- Name and contact information for the DOH EO Manager is provided and displayed	Y	N			
- A procedure (including Poster) for notifying clients and applicants of the availability of auxiliary aids and procedures for requesting an auxiliary aid	Y	N			
7a - List of Locations where DOH Posters have been posted; and when the last On-site was done to ascertain Posters are visible and current?	Y	N			
7b - Training and Meeting Notices contain required contact information to request services	Y	N			

Requirement: DOH Policy - Notice of Title VI Rights and Complaint Procedures – Programs/facilities must make available to their participants, beneficiaries or any other interested parties information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services (HHS). The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in public areas of the facility.

8. Does your organization inform participants, beneficiaries or other interested parties of their right to file a complaint of discrimination with either the DOH or the U S Department of Health and Human Services (HHS)?	Y	N			
8a – How do you inform and instruct your employees and provider personnel of the commitment to compliance with federal regulations regarding nondiscrimination?	Y	N			
8b – Do you have an established procedure for reporting internal grievance or complaints for possible discrimination or civil rights violations?	Y	N			

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
8c – Have your local procedures been reviewed and approved by the DOH EO Section?	Y	N			
8d – Has your organization provided all participants or applicants for services with contact information for the state Equal Opportunity office (EO Section) in Tallahassee?	Y	N			
8e – Have your employees or applicants for employment been provided with contact information for the Department Equal Opportunity office (EO Section) in Tallahassee and informed of their right to file a discrimination complaint ?	Y	N			
8f – Is there a written record made of information regarding a person's request to file a complaint and who provided it?	Y	N			
8g. Does your organization ensure the EO Section is informed of any report by a client or employee of possible or alleged violation of discrimination laws within recommended time frames?	Y	N			

Requirement: DOH Policy - Reporting Requirements: Self-Evaluation (Physical Accessibility). Programs and facilities must conduct a self-evaluation to identify any accessibility barriers, using the four step process that includes (1) evaluate current practices and policies to identify any that do not complaint with Section 504 or the ADA; modify policies and practices that do not meet requirements; take remedial steps to eliminate any discrimination that has been identified; and maintain the self-evaluation on file. Assure the program/facility is physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate width to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for accessibility for mobility-impaired individuals.

9. Has your organization, and each program, conducted and submitted a self-evaluation in the past three to five years? (Forms: Program Self-Evaluation, Communication Access, and an ADA Facility Accessibility Checklist(s))	Y	N			
9a –Has a copy of each completed self-evaluation been provided to the compliance officer and the DOH EO Section?	Y	N			
9b – Has there been any new construction or renovation work done on the facility in which the programs are provided since the last self-evaluation?	Y	N			
9c – Was a self-evaluation completed following completion of the work or provided by the contractor	Y	N			
9d – Has your organization identified any areas in which compliance should or could be improved?	Y	N			
9e – What has the organization done					

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
to address previous compliance issues or to improve compliance in the previous year?	Y	N			

Requirement: DOH Policy - Reporting Requirements: Training.

10. Has the local compliance officer or designee completed DOH's EO training in the last 3 years?	Y	N			
10a. Have all employees completed DOH's orientation to EO rights: in New Hire training, or in the last 3 years, or when new policies or procedures have been promulgated?	Y	N			

Requirement: DOH Policy- Reporting Requirements: Staff Recruitment and Selection

11. Are recruitment and selection files maintained for not less than two years after the selection is processed?	Y	N			
12. Do recruitment announcements include the "Equal Employment Opportunity" nondiscrimination statement (tagline) in all job vacancy announcements?	Y	N			
13. Is there any written guidance regarding advertising position vacancies in local newspapers? In minority newspapers?	Y	N			
14. Are other methods used to publicize job vacancies? If so, describe.	Y	N			

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name of Organization

Address of Organization

ATTACHMENT X

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 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this 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 2 CFR Part §200.500.

1. In the event that the provider expends \$750,000 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 2 CFR Part §200.501. 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 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 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 2 CFR Part §200.508 - §200.512.
3. If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 2 CFR Part §200.510, 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; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance 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 2 CFR Part §200.512 will 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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy 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 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package 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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), 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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), 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 2 CFR Part §200.512, 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 2 CFR Part §500.512 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

Contract #: _____

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. \$ _____

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

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ _____

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Program: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 amounts should not be included by the provider when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 is not considered State/Federal Assistance.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, 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 2 CFR Part §200.38, 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 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- ____ Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
- ____ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
- ____ Exempt organization not subject to 2 CFR Part §200 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 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – 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 Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 2 CFR Part §200.400(5) (c).

**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 [FCAM/Single Audit Review section](#) by selecting “Single Audit Review” in the drop-down box at the top of the Department’s webpage. * Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein. Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 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) 245-4444 ext. 3046.

FEDERAL RECIPIENT/SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST

(use when funding is Federal or State match on Federal awards)

This Checklist **must** be used by the Department of Health to evaluate the applicability of OMB Circular A-133 to non-federal entities¹ when the funding in the contract/grant is federal or state matching funds on federal awards. This Checklist will assist the Department of Health in determining whether a contract provider/grantee is a recipient/subrecipient or a vendor.

Federal awards expended as a recipient/subrecipient would be subject to audit under the provisions of OMB Circular A-133. Payments received for goods or services provided as a vendor would not be considered federal awards or financial assistance and are not subject to audit under the provisions of OMB Circular A-133.

Subrecipients of federal awards must also use this Checklist to evaluate the applicability of OMB Circular A-133 to any subcontractors or grantees to which they provide federal resources to assist in carrying out a federal program.

¹Non-federal entities is defined by OMB Circular A-133 §__.105 as a state, local government or non-profit organization. Accordingly, for-profit organizations are not subject to OMB Circular A-133.

Contract/Grant Number: _____ Type of Organization: _____
Name of Non-Federal Entity: _____
Title of Federal Program: _____
Catalog of Federal Domestic Assistance (CFDA) No. _____

RECIPIENT/SUBRECIPIENT/VENDOR DETERMINATION:

The following should be analyzed for each relationship with a Non-Federal entity where federal funding or state matching resources on a federal award is being provided to the contract provider/grantee.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) Does the Non-Federal entity determine who is eligible to receive what Federal financial assistance? |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) Does the Non-Federal entity have its performance measured against whether the objectives of the Federal program are met (e.g., number of jobs to be created, patients to be seen, etc.)? |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) Does the Non-Federal entity have responsibility for programmatic decision making (e.g., determine eligibility, case management, etc.)? |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) Does the Non-Federal entity have responsibility for adherence to applicable Federal program compliance requirements (laws, rules or guidelines specific to the federal program such as eligibility guidelines, etc.)? Note: Specific federal program requirements do not include general guidelines or general laws/rules. |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) Does the Non-Federal entity use the Federal funds to carry out a program of the Non-Federal entity as compared to providing goods or services for a program of the pass-through entity? |
| <input type="checkbox"/> | <input type="checkbox"/> | (6) Is the Non-Federal entity required to provide matching funds/resources related to the federal program. |

If any of the above is yes, there is a recipient/subrecipient relationship and the Non-Federal entity is subject to OMB Circular A-133. Otherwise, the Contract Provider/Grantee is a vendor and is not subject to OMB Circular A-133.

DETERMINATION: <input type="checkbox"/> RECIPIENT <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR <input type="checkbox"/> EXEMPT (FOR-PROFIT)	
BY: _____	DATE: _____
Contract Manager Signature	
PRINT NAME: _____	TELEPHONE: _____

**EVALUATION CRITERIA
FLORIDA DEPARTMENT OF HEALTH
SEXUAL RISK AVOIDANCE (ABSTINENCE) EDUCATION PROGRAM
RFA Number: 15-002**

Reviewer: _____

Applicant's Name: _____

SCORING CRITERIA

STATEMENT of NEED (see Section 4.5 Application Content): Provides information that indicates a comprehensive understanding of the need for and purpose of the local project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 18	Maximum Possible Point Value	Points Awarded
1. How well are the focal population and geographic area to be served by the project identified?	3	
2. How well is the need for the proposed SRA education program services and activities in the local community, including any gaps (unmet needs) in services described? Is data included that relates to adolescent sexuality, such as birth, pregnancy and STD data for the local community, as well as a comparison of the local data with statewide averages?	3	
1. How well does the application identify whether there are any other state or federally-funded SRA education programs operating in the same county or local community that the project will serve, and if there are other programs, how will the applicant ensure that services are not duplicated or funds supplanted? How will the proposed project enhance or differ from existing services?	3	
4. How well are the risk factors and other health indicators that contribute to the problem and the impact of the problem on the focal population identified?	3	
5. How well is information regarding racial/ethnic and other health disparities related to adolescent pregnancies that exist in the local community identified? How well is the information supported by data?	3	
6. How well are the sources of all data and statistics cited in the Statement of Need identified?	3	
Total Score for Section	18	

PROGRAM DESCRIPTION (see Section 4.5, Application Content): Provides a coherent and understandable description of the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 12.	Maximum Possible Point Value	Points Awarded
2. How well are the quantifiable and measurable local programmatic objectives related to achievement of the Major Program Goals as identified in Section 2.3 ? How well do the local programmatic objectives identify the results to be achieved by each objective and the manner in which the results will be achieved?	3	

3. How well are the activities or actions that will be undertaken to achieve the local programmatic objectives identified? Are timelines and the persons responsible for each action identified? How well are any other organizations involved in project implementation and their roles identified?	3	
4. How well are the mechanisms that will be used to document and measure the provider's progress toward meeting the local programmatic objective identified? How reasonable are they?	3	
Total Score for Section	12	

PROJECT DESIGN (see Section 4.5, Application Content): Describes how the program services and activities are delivered. Criteria to be considered are listed below. Maximum Possible Points For the Section is 21.	Maximum Possible Point Value	Points Awarded
1. How well do the program structure and related components fully meet or exceed those required in Section 2.3 and 2.5 ?	3	
2. How well are the numbers of unduplicated youth, to be served by the project identified? Do they meet or exceed the minimum number required in Section 2.5 with the expectation that a majority of the unduplicated youth participants will complete at least 75% of the various program activities offered?	3	
3. How well is the number of SRA education classes and the related number of sessions identified? Are these numbers in accordance with the requirements of Section 2.5 ?	3	
4. How well are all program services and activities proposed related to the achievement of the overall purpose and goals of the SRA Education Program? If other positive youth development activities are identified, how well has the applicant clearly described how these activities are interwoven into the proposed SRA Education Program and how they support and enhance the expected outcomes of the youth participants?	3	
5. How well are instructional activities and approaches for service delivery that are supported by documented research and effective learning strategies, identified?	3	
6. How well do the number of parents and other significant adults to be served by the project meet or exceed the requirements in Section 2.5 , as well as creative and sound methods for recruiting and actively engaging them throughout the project period?	3	
7. How well are community education activities and implementation strategies throughout the project period identified?	3	
Total Score for Section	21	

STAFFING AND ORGANIZATIONAL CAPACITY (see Section 4.5, Application Content): Provides a description of the organization and its capacity to manage the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 11.	Maximum Possible Point Value	Points Awarded
1. How clearly written is the description of the organization and supporting documentation, as provided in Appendix B of the application? Does it clearly demonstrate the capacity and experience of the program to successfully carry out the proposed project?	2	
2. How clearly described is the staffing for the project? How well does	2	

the description identify the number and types of full-time, part-time and volunteer positions, if any, as well as the proposed qualifications for each type?		
3. How clear and precise are copies of responses to programmatic or administrative monitoring reports, if any, submitted by the applicant?	2	
4. How well written is a meaningful and wholly achievable plan for financially sustaining the project once the project funding ends identified?	2	
5. Years of experience delivering SRA/abstinence education. Applicant will receive points as follows: 0-5 years =1 point; 6-10 years=2 points; or over10 years=3 points.	1-3	
Total Score for Section	11	

COLLABORATION: (see Section 4.5, Application Content) Describes the organization’s collaborative efforts directly related to the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 6.	Maximum Possible Point Value	Points Awarded
1. How well is the description of the collaborative/coordination process used to plan and implement the proposed project clearly identified? How is it described who was involved in the process and how these relationships will be developed and maintained as the project is implemented? How well is it described how members of the focal population and the local community will be involved in project implementation?	2	
2. How well are collaborative partners identified, including the roles, activities, and expected outcomes for each?	2	
3. How well is a letter of agreement or commitment from each school, school district, and other local organizations identified in the application as a location where project activities will be implemented? Is it included in Appendix C of the application?	2	
Total Score for Section	6	

PROPOSED BUDGET SUMMARY AND BUDGET NARRATIVE (see Section 4.6, Application Content): Provides a separate Budget Summary and a separate Budget Narrative which provides a detailed line item breakdown and justification for all cost items that will be incurred by the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 12.	Maximum Possible Point Value	Points Awarded
1. How well does the proposed budget fall within the grant amount guidelines? How well are cost items related to the tasks, services, activities and overall operation of the project as identified in the program description and project design? How well does the proposed budget follow the allowable cost guidelines?	3	
2. How reasonable and necessary and consistent with the program description and project design are the personnel costs?	3	
3. How well does the separate budget summary and narrative (Attachments II and III) budget narrative justify each cost item contained in the related budget summary? How well does the budget summary identify the committed cash/in-kind match amount by budget category? How well does the budget narrative identify and describe	3	

the committed cash/in-kind match amount, as indicated on the budget summary, and the sources of each?		
4. How comprehensive is the applicant's plan to provide match of 100% as required?	3	
Total Score for Section	12	

	Maximum Possible Point Value	Points Awarded
1. How comprehensive is the applicant's proposal to implement all of the project services and activities in counties where no state or federally-funded SRA/abstinence education services and activities will be provided during the same period covered by Standard Contracts resulting from this RFA? If satisfactory, assign a point value of 20. Applications assigned points for the criterion are not eligible to receive points under criteria 2 below.	20	
2. How comprehensive is the applicant's proposal to implement the project services and activities in one or more counties where state or federally-funded abstinence education services and activities will be provided during the same period covered by the Standard Contracts resulting from the RFA, but the proposed project will focus on a different geographic area within the county or local community? If satisfactory, assign a point value of 10. Applications assigned points for this criterion are not eligible to receive points under criteria 1 above	10	
Total Score for Section	10-20	
Total Score for Application	100	

EVALUATION SCORE SUMMARY

	MAXIMUM POSSIBLE POINT VALUES	SCORE
1. Project Need Statement and Focal Population	18	_____
2. Program Description	12	_____
3. Project Design	21	_____
4. Staffing and Organizational Capacity	11	_____
5. Collaboration	6	_____
6. Budget Summary and Budget Narrative	12	_____
7. Program Expansion	20	_____
TOTAL POSSIBLE SCORE	100	_____

(The minimum score that must be achieved to be eligible for an award is 70 points or 70 percent (70%) of the total possible score.)