

COVER PAGE

**Florida Department of Health
Arthritis Prevention and Education Program
Request for Applications**

DOH RFA 11-005

Walk With Ease Adult Physical Activity Project

Applicant Name: _____

Applicant Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____
(Sign Name)

Authorized Signature (Typed) and Title: _____

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.

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

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**DOH RFA 11-005
TIMELINE**

SCHEDULE	DUE DATE	LOCATION
Request for Applications - Released	<u>April 6, 2011</u>	http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Questions Submitted in Writing by Overnight Mail or Email	Prior to 12:00 noon, E.S.T. <u>April 11, 2011</u>	Submit to: Barbara Gray Florida Department of Health Arthritis Prevention and Education Program 4025 Esplanade Way, Room 130 Tallahassee, FL 32311 E-mail: arthritis@doh.state.fl.us
Answer to Questions	April 15, 2011	Placed electronically via the following Internet site: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Applications Due and Opened	PRIOR to 2:30 p.m. E.S.T. <u>May 9, 2011</u>	For US Mail: Barbara Gray Florida Department of Health Arthritis Prevention and Education Program 4052 Bald Cypress Way, Bin A-18 Tallahassee, FL 32399-1744 For Overnight Shipping (Physical Address): Barbara Gray Florida Department of Health Arthritis Prevention and Education Program 4025 Esplanade Way, Room 130 Tallahassee, FL 32311
Anticipated Evaluation of Applications	<u>May 10, 2011</u>	Evaluators begin review
Anticipated Negotiations Begin	<u>May 12, 2011</u>	Negotiations and budget revisions for application awards.
Anticipated Award Date	<u>May 16, 2011</u>	http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Anticipated Contract Begin Date	<u>May 23, 2011</u>	Selected applicants

SECTION 1.0 - INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Application (RFA) is to seek applications from Florida private, for profit, and non-profit organizations, or government entities to build an infrastructure that exponentially expands access and use of the Arthritis Foundation's Walk With Ease program. Expansion and sustainability of Walk With Ease will be accomplished by embedding this program into community sites within existing and new sustainable delivery systems. Collection of data for program management, participant reach, and involvement of other community organizations (partnership development) are requirements of this contract.

1.2 Estimated Budget

The Florida Department of Health (DOH), Arthritis Prevention and Education Program (APEP) has an estimated \$170,000 for a contract to develop a Walk With Ease delivery system. The contract will not exceed \$170,000. Awards are contingent on the availability of APEP federal funds. Award amount may vary, and applicants may apply for up to \$170,000. An estimated \$85,000 will be available May 1, 2011--June 30, 2011 and an estimated \$85,000 for July 1, 2011--June 30, 2012. The APEP may award multiple providers. The APEP intends to fund a project through June 30, 2012, subject to the availability of funds and satisfactory performance. It is expected that the majority of funds (\$85,000) for May 1--June 30, 2011 will be used to purchase participant books. The intention is that the delivery system created for Walk With Ease is expandable and sustainable to reach 15,000 individual (non-repeated) participants by June 30, 2012. Applications must have a viable plan for infrastructure expansion and sustainability once funds are no longer available through this award.

1.3 Qualified Applicants

Eligible applicants are private, for profit, and non-profit organizations, or government entities that can demonstrate a state of readiness to implement Walk With Ease. The recipient of this contract must be able to sign the Arthritis Foundation Program Co-sponsorship Agreement within two weeks of receiving funds. See Attachment VII for the Arthritis Foundation Program Co-sponsorship Agreement. Applicants must indicate a plan for ensuring that this requirement can be met. If a recipient is unable to complete and sign the Arthritis Foundation Co-sponsorship Agreement with-in two weeks the award will be withdrawn.

Applicants will provide a letter from its leadership stating support for expanding the reach of Walk With Ease throughout Florida. Applicants must have at least one indication of readiness such as an example of an existing infrastructure to support evidence-based self-management or physical activity programs in their community, region, or statewide.

1.4 Term

The initial term of the contract resulting from this Request for Applications shall begin on or about May 23, 2011. Contractss resulting from this application may be renewed depending on performance and availability of funds.

1.5 Definitions

- 1) Arthritis Prevention and Education Program – APEP
- 2) Completer – An individual that participates in Walk With Ease for the entire six-weeks of the program.
- 3) Data – Includes number of participants, completers, demographics, partner and site information, and leaders if applicable.
- 4) Delivery system - A network of community organizations working together to expand and sustain Walk With Ease. This can be a pre-existing system or one created by the applicant after award.
- 5) Department of Health –Florida Department of Health, DOH, Department, or department
- 6) Disparate population – Adults with a low median household income and less than a high school education.
- 7) Evidence-based program – Researched and proven to improve the quality of life of people with arthritis or other ongoing health conditions.
- 8) Infrastructure – Include as many counties necessary to reach 15,000 participants.
- 9) Participant – An individual that starts the Walk With Ease program but does not continue throughout the six-weeks.
- 10) Participant reach – Participants may repeat Walk With Ease, however only first time participants can be counted towards participant reach.
- 11) Request for Application – RFA
- 12) Site – Organization offering Walk With Ease to its clients, customers, employees, or other adults.
- 13) Successful Applicants – Private, for profit, and non-profit organizations, or government entities awarded this contract as a result of successfully completing the RFA process.

SECTION 2.0 - PROGRAM OVERVIEW

2.1 Background

What is Walk With Ease?

Walk With Ease is an evidence-based physical activity program developed by the Arthritis Foundation for adults 18 years of age or older with arthritis or other ongoing health conditions who would like to become more physically active or to manage their health condition better. Research has shown that Walk With Ease:

- Reduces disability
- Reduces pain, fatigue, and stiffness
- Improves balance, strength, and walking pace
- Builds confidence to be physically active and manage ongoing health conditions
- Improves overall health

Who is Walk With Ease for?

Walk With Ease can be done with a group or individually. Walk With Ease is appropriate for individuals who can stand for at least 10 minutes without increased pain and are interested in learning how to:

- Manage pain.
- Stretch and incorporate strengthening activities into their walking program.
- Self-monitor for physical problems while walking.
- Anticipate and overcome barriers to being physically active.
- Monitor their progress.
- Get and stay motivated to exercise.
- Gradually increase their walking to at least 30 minutes a day for three times a week.

What tools are available to participants?

- Each participant is equipped with a Walk With Ease book and access to a website for additional support. Walk With Ease books provide participants with self-tests, a diary, and motivational tools. Since organizations will reuse the Walk With Ease books, they can direct participants to the Arthritis Foundation's Let's Move Together website (www.letsmove.together.org) to use the tools that are located within the books and to provide participants with additional support.
- Comparison of Group and Individual Models:

	Group Model	Individual Model
Overview	<ul style="list-style-type: none"> • Meets for six weeks, three times a week for about an hour • Group of 12-15 • Led by a trained and certified leader • Participants are 18 years of age or older. 	<ul style="list-style-type: none"> • Self-paced, six-week walking program • Can be done on their own or as part of an informal group with friends or family. • Participants are 18 years of age or older.
Required Materials	<ul style="list-style-type: none"> • Walk With Ease book • Leader's Guide • Posters • Implementation Guide 	<ul style="list-style-type: none"> • Walk With Ease book
Optional Resources	<ul style="list-style-type: none"> • <i>The Arthritis Helpbook</i> by Kate Lorig and James Fries • Marketing and incentive materials • Walk With Ease FAQs (Frequently Asked Questions) • Trainer's Guide 	<ul style="list-style-type: none"> • Walk With Ease FAQs
Leader Requirements	<ul style="list-style-type: none"> • Current certification in cardiopulmonary resuscitation (CPR) • Certification in first aid is strongly recommended • Ability to lead a group • Social skills 	None
Training Requirements	<p>Two options to train leaders:</p> <ul style="list-style-type: none"> • In-person, 3-4 hour training: costs \$50 per leader candidate and includes required materials. • Online, self-directed training: costs \$50 per leader candidate and includes required materials. 	None
Site Location Requirements	<ul style="list-style-type: none"> • Must be safe and accessible, following the Americans with Disabilities Act standards. • Adequate general liability insurance 	None
Implementation Requirements	<ul style="list-style-type: none"> • Signed Co-Sponsorship Agreement with the Arthritis Foundation • Use of the Participant Registration Form 	<ul style="list-style-type: none"> • Signed Co-Sponsorship Agreement with the Arthritis Foundation • Use of the Participant Registration Form

2.2 Major Program Goals

By June 30, 2012, create an expandable and sustainable delivery system in as many counties as possible to build an infrastructure to reach 15,000 adults 18 years of age or older who have arthritis or other ongoing health conditions.

2.3 Scope of Service

The scope of the project is to:

- Create an expandable and sustainable delivery system to support the Arthritis Foundation's Walk With Ease program.
- Create a delivery system that consists of multiple sites from which participants are recruited.
- Recruit adults participants 18 years of age or older who have arthritis or other ongoing health conditions for Walk With Ease.
- Collect, submit, and maintain data in a confidential manner.
- Create a mechanism for reusing participant books.
- Recruit participants from:
 - Existing delivery system partners providing evidence-based programs
 - County health departments' Healthy Communities, Healthy People Programs
 - School district employee wellness programs
 - Disparate populations

2.4 Programmatic Authority

The successful applicant must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation including, but not limited to the following: Centers for Disease Control and Prevention (CDC), National Center for Disease Control and Prevention – Investigations and Technical Assistance, and OMB Circular A-133.

2.5 Client General Description

Walk With Ease participants are adults 18 years of age or older with arthritis or other ongoing health conditions. Effort should especially include recruitment of disparate populations.

2.6 Task List

Applicants will use all of the methods listed below to meet project goals:

1) Organizational Background and Program Infrastructure

- a) Identify person or persons (lead personnel) responsible for oversight and coordination of the activities to fulfill the obligations of this award. Examples of expertise necessary for personnel performing partnership development for expansion and sustainability of activities under this award are communications, data entry and maintenance, and program management.

- b) By June 30, 2011, submit person or persons name, resume', and job description responsible as lead personnel. Indicate percentage of time obligated to the duties of this contract.
- c) Lead personnel will participate in regular conference calls, video conferences, and webinars with the Florida Department of Health, Arthritis Prevention and Education Program.
- d) When applicable, use an existing delivery system created for similar evidence-based programs to support Walk With Ease.
- e) Demonstrate evidence of a state of readiness by providing documentation of least one existing process or infrastructure in the organization supporting evidence-based self-management or physical activity or similar programs. The documentation should describe the delivery system currently used and how this design will be expanded to support Walk With Ease.

2) Data Collection and Report Submission

- a) By June 30, 2011, the recipient will provide a work plan with a timeline. The work plan should be written using S.M.A.R.T. objectives. A work plan is not a required component of the initial application process. Two Centers for Disease Control and Prevention web links are provide as references for writing S.M.A.R.T. objectives:

http://www.cdc.gov/phn/communities/resourcekit/tools/evaluate/smart_objectives.html

http://www.cdc.gov/dhdsp/programs/nhdsp_program/evaluation_guides/docs/smart_objectives.pdf

- b) Recipient of this contract must ensure that all participants complete a registration process. Attachment VIII is a template for a Participant Registration Form. The recipient may elect to use this form unaltered or use another method to collect participant information. If the data collection tool used is different from Attachment VIII the APEP must approve prior to use. Attachment IX is a list of the minimum information that should be collected for each participant. There are exceptions, such as a participant not completing the information. However, effort should be made to encourage each participant to provide as much information as possible. Any deviation of the attached Participant Registration Form must be pre-approved by the Arthritis Prevention and Education Program prior to use.
- c) Data from the participant registration forms must be maintained and up-to-date at all times. There should be no more than a two-week delay in data entry.

Recipient must enter data from the Participant Registration Forms into the DOH approved Excel spreadsheet. An electronic version of this form will be provided once the notice of award is given. Data must be reported to APEP in an approved electronic format. The Excel spreadsheet has column headings that match the list of required participant data listed in Attachment IX. The APEP will

make every attempt to assist the recipient prevent dual data entry if a existing system is in place.

No individual should be counted towards participant reach if they have not completed a registration process and the data entered into the approved electronic database.

- i) Other data entry options are possible, however, any deviations must be approved by the APEP within 30 days of receiving this award. Other ideas for data entry options include but are not limited to the following:
 - (1) Use the DOH Excel spreadsheet unaltered. See Attachment IX for Excel column headings.
 - (2) With pre-approval, the recipient may be allowed to alter the APEP Excel spreadsheet.
 - (3) With pre-approval, the recipient may be allowed to create their own Excel spreadsheet for data collection.
 - (4) With pre-approval, the recipient may be able to use an existing or new centralized participant registration process. This can be an online, electronic, telephone, or other type of system.
- d) Collect participant reach data from all sites.
- e) Partnership development status must be reported. Attachment X is the required format for this report—Comprehensive Table of Active, Pending, and Former Partners.
- f) Recipients must complete the Walk With Ease reach table in Attachment XI.
- g) Data reports are due on the dates indicated below, using the approved electronic database or system. The partnership development status report using the Comprehensive Table of Active, Pending, and Former Partners is due on the dates indicated below. The reach table is due on the dates indicated in the table below.

	When is it due?	What is due?
i)	Two weeks from receipt of award	<ul style="list-style-type: none"> • Signed Arthritis Foundation Program Co-sponsorship Agreement
ii)	June 30, 2011	<ul style="list-style-type: none"> • Work plan with timeline • Personnel information • Written communication of intent to purchase Walk With Ease participant books from the national Arthritis Foundation, designating the cost and number of books
iii)	September 15, 2011	<ul style="list-style-type: none"> • Electronic data report • Reach table • Partnership status report
iv)	December 15, 2011	<ul style="list-style-type: none"> • Interim narrative report (Limit five pages plus any attachments.) • Mid-term expenditure report • Electronic data report • Reach table

		<ul style="list-style-type: none"> • Partnership status report
v)	March 15, 2012	<ul style="list-style-type: none"> • Electronic data report • Reach table • Partnership status report
vi)	June 30, 2012	<ul style="list-style-type: none"> • Final narrative report (Limit five pages plus any attachments.) • Final expenditure report • Electronic data report • Reach table • Partnership status report

3) Partnerships and Delivery System Development

- a) Create delivery system capacity by recruiting and nurturing sites to embed Walk With Ease into their operations. *Health fairs and similar events should not be used as a method of enlisting individuals as Walk With Ease participants.* All participants must be associated with an organization (site), which is committed to assist with expansion and sustainability of Walk With Ease.
- b) Reuse of Walk With Ease participant books is encouraged. Walk With Ease participant books are the only item required to be purchased. Each of the 15,000 participants must have access to a book during the six-week program. Participant journals and logs are available to download from the Arthritis Foundation website at www.letsmove.together.org.
- c) When possible work with already existing delivery system partners offering evidence-based self-management and physical activity programs. See Attachment XII for a Florida map indicating the location of the delivery systems and a list of information for each organization coordinating programs.
- d) When possible work with county health departments particularly the Healthy Communities, Healthy People Coordinators to offer Walk With Ease to community organizations. Healthy Communities, Healthy People coordinators are tasked to increase the percentage of adults in Florida who are at a healthy weight to prevent and manage chronic disease, particularly among disparate populations.
- e) When possible work with school district employee wellness programs.
- f) Applicants must demonstrate potential for expansion through a systems approach. The recipient of this contract must be able to sign the Arthritis Foundation Program Co-sponsorship Agreement within two weeks of receiving funds. See Attachment VII for the Arthritis Foundation Program Co-sponsorship Agreement. Applicants must indicate in their application a plan for ensuring that this requirement can be met.
- g) Personnel supported by this contract must work with sites to provide technical assistance. Facilitate and support the infrastructure for sustained Walk With Ease program delivery.
- h) Describe the infrastructure to expand participant reach to ensure 15,000 adults participate in Walk With Ease by June 30, 2012.

- i) List potential organizations intended as sites for recruitment of Walk With Ease participants.
- j) If applicable, provide existing memoranda of agreement or similar documentation indicating pre-existing relationships that could support a delivery system for Walk With Ease.

4) Promote Increased Access and Use of Walk With Ease

- a) Reach 15,000 adult participants with either the Walk With Ease group or individual model or a combination of both.
- b) Recruit participants from disparate populations when possible.
- c) See Attachment XII for the estimated costs of the Walk With Ease participant books.

2.7 Task Limits

The successful applicant shall not perform any tasks related to the project other than those described in the contract without the written consent of the Department (email correspondence is appropriate).

2.8 Description of Application Components

Applications limited to 20 pages and appropriate, tables and lists should be used in the application narrative to convey complex information. Limit Attachments to include only pertinent documents that support the application narrative. Format the narrative using the sections and numbering in the description of application components listed below. For each section, the maximum number of pages allowed is indicated in parenthesis below. If applications exceed 20 pages, only the first 20 pages will be considered for evaluation and review.

Section 1 Executive Summary (one page) 5 points

- 1) A brief summary of the application.

Section 2 – Organizational Background and Program Infrastructure 10 points

- 1) The applicant will identify key personnel who will implement, oversee, and coordinate the project and the percent of the employee time dedicated to the project. If unable to name key personnel at time of application, a plan for recruiting and hiring must be provided.
- 2) The applicant will provide information about its organization, including evidence of administrative support. The information should demonstrate why the leadership of the applicant organization supports the application.
- 3) The applicant will describe any previous or current evidence-based self-management or physical activity programs it has provided. The description should include As indicated below, the type of partners and sites used and the counties or communities where the programs were offered. Successes and

lessons learned from the programs should be outlined and how the experience will ensure success in this project.

- 4) The applicant will demonstrate evidence of a state of readiness by providing documentation of least one existing process or infrastructure in the organization supporting evidence-based self-management or physical activity or similar programs. The documentation should describe the delivery system currently used and how this design will be expanded to support Walk With Ease.

Section 3 – Data Collection and Submission 25 points

- 1) The applicant will describe how participant demographic and reach data will be collected, entered, updated, and maintained in a database.
- 2) The applicant will indicate how participant demographic and reach data will be collected from individual sites.
- 3) The applicant will describe its plan for maintaining confidential information.
- 4) The applicant will describe the infrastructure to expand participant reach to ensure 15,000 adults participate in Walk With Ease by June 30, 2012.
- 5) The applicant will list potential organizations intended as sites for recruitment of Walk With Ease participants.
- 6) The applicant will If applicable, provide existing memoranda of agreement or similar documentation indicating pre-existing relationships that could support a delivery system for Walk With Ease.

Section 4 - Partnership and Delivery System Development 40 points

- 1) The applicant will outline a plan to sustain Walk With Ease within the delivery system and sites created from this contract after funding ends on June 30, 2012.
- 2) The applicant will describe the method to reuse participant books.
- 3) The applicant will indicate how participant books will be returned to sites or delivery system coordinator.
- 4) The applicant will describe the method for sustaining reuse of Walk With Ease participant books after funding from this contract ends on June 30, 2012.
- 5) The applicant will describe how it will work with the following organizations:
 - a) Existing delivery system partners offering evidence-based programs.
 - b) County health departments' Healthy Communities, Healthy People Programs.
 - c) School district employee wellness programs.
- 6) The applicant will describe how it will meet the requirement of the Arthritis Foundation Co-sponsorship Agreement (See Attachment VII).
- 7) The applicant will describe the type and delivery of technical assistance to Walk With Ease sites.

Section 5 – Promote Increased Access and Use of Walk With Ease 15 points

- 1) The applicant will identify planned collaborative efforts with public and private entities, including roles and responsibilities of each collaborative partner.
- 2) The applicant will provide letters of commitment from partners.

- 3) The applicant will describe the plan for marketing the program to sites.
- 4) The applicant will describe the plan for marketing to adults 18 years of age or older with arthritis or other ongoing health conditions.
- 5) The applicant will describe the marketing for disparate populations when applicable.

Section 6 - Budget and Budget Narrative (Not included in the 20 page limit.) 5 points

- 1) The applicant will show that the budget represents allowable, reasonable costs (see Section 2.8, 2.14, and 2.15). The budget should not exceed the maximum application award of \$170,000.
- 2) The applicant will provide a budget narrative for all expenditures detailing how amounts were determined. Note: All expenditures must be necessary, reasonable, allowable, and related to the tasks, services, and activities of the program as identified

2.9 Professional Qualification

The successful applicant will be responsible for the staff affiliated with the awarded program, assuring they have the education, experience and training necessary to successfully carry out duties required in the Request for Application (RFA). The successful applicant will be responsible for recruiting Walk With Ease participants and developing a delivery system that is expandable and sustainable to support the program, and submit data and reports as required.

2.10 Equipment

The successful applicant will be responsible for supplying, at its expense, all equipment necessary to perform the activities of the contract including but not limited to computers, telephones, copiers, fax machines, and maintenance. Promotional items such as pedometers and t-shirts are not allowed purchases.

2.11 Reports

The following reports and deliverables are required:

	When is it due?	What is due?
i)	Two weeks from receipt of award	<ul style="list-style-type: none"> • Signed Arthritis Foundation Program Co-sponsorship Agreement
ii)	June 30, 2011	<ul style="list-style-type: none"> • Work plan with timeline • Personnel information • Written communication of intent to purchase Walk With Ease participant books from the national Arthritis Foundation, designating the cost and number of books
iii)	September 15, 2011	<ul style="list-style-type: none"> • Electronic data report • Reach table • Partnership status report
iv)	December 15, 2011	<ul style="list-style-type: none"> • Interim narrative report (Limit five pages plus any attachments.)

		<ul style="list-style-type: none"> • Mid-term expenditure report • Electronic data report • Reach table • Partnership status report
v)	March 15, 2012	<ul style="list-style-type: none"> • Electronic data report • Reach table • Partnership status report
vi)	June 30, 2012	<ul style="list-style-type: none"> • Final narrative report (Limit five pages plus any attachments.) • Final expenditure report • Electronic data report • Reach table • Partnership status report

The resulting contract requires the delivery of reports to the Department; however, mere receipt of the reports by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that approval and acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time for the successful applicant to remedy the objections noted by the Department. The Department may, after having given the successful applicant a reasonable opportunity to complete, make adequate or acceptable, and declare this contract to be in default.

2.12 Outcomes and Outputs (Performance Measures)

- 1) Establish and sustain lending libraries.
- 2) Increase Walk With Ease participant reach to 15,000 by June 30, 2012.

Date	Expected Participant Reach
September 15, 2011	1500
December 15, 2011	3000
March 15, 2012	4875
June 30, 2012	5625
Total Expect Participant Reach	15,000

- 3) Expand and sustain delivery system sites offering Walk With Ease

2.13 Provider Unique Activities

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

2.14 Financial Specifications

This project is funded by the Centers for Disease Control and Prevention (Grant # 1U58DP001465-03/04 and administered by the Florida Department of Health.

Allowable Expenditures

Salaries	Personnel or stipends
Fringe benefits	FICA/Health, life insurance, etc.
Materials	Walk With Ease participant books, training materials if applicable, brochures, flyers, printing and copying, and postage, and other supplies.
Travel	Use Florida state government rate for travel reimbursement.

Allowable expenditures are defined by at least one of the following: Reference Guide for State Expenditures (<http://www.fldfs.com/aadir/>), Florida Statutes, Florida Administrative Code, OMB Circulars (A-110 – General Admin. Requirements, A-133- Federal Single Audit, A-122 – Cost Principles for Not-For-Profits, A-87 – Cost Principles for State and Local Governments, A-21 – Cost Principles for Universities, Federal Public Laws, Catalog of Federal Domestic Assistance, and Code of Federal Regulations.

Invoicing and Payment of Fixed Price/Unit Cost Invoice:
Up to a total of \$170,000 funding is available per contract.

The successful applicant agrees to refund to the Department, any payments made by the Department, which are subsequently disallowed pursuant to the terms of the resulting contract. Such refunds shall be due within forty-five (45) days following the end of the contract or from the time the overpayment is discovered and the successful applicant notified.

2.15 Recipient/Sub-Recipient of State and Federal Funds

Documentation. Successful applicants are required to maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of Federal Domestic Assistance (CFDA) or Catalogue of State Financial Assistance (CSFA) number identified on Exhibit I attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support successful applicant 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.

Successful applicants 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 successful applicant to fulfill its obligations under this contract.

This document is subject to review by the Department and/or the State Chief Financial Officer and successful applicants will comply promptly with any requests for documentation.

Financial Report. The successful applicant shall submit an annual financial report itemizing all expenses incurred as a direct result of services provided through the funding of this contract. The final financial report will be submitted to the Department within 30 days after the end of the contract. The report must be accompanied by a statement signed by an individual with legal authority to certify that these expenditures are true, accurate and directly related to this contract.

2.16 Cost Proposal

Applicants must submit a proposed budget clearly detailing annual expenditures, staff names, positions, salaries and benefits, and other proposed expenses. Expenses must be appropriately prorated based on the entity's available funding sources and documented in the detailed budget.

2.17 Evaluation of Applications

Each application will be evaluated and scored based on the criteria defined in Attachment I. Evaluation sheets will be used by the evaluators to designate the point value assigned to each application. The scores of the individual evaluators will be averaged to arrive at a final total score. Evaluators are chosen for their expertise in health and knowledge of evidence-based programs.

2.18 Awards

The successful applicant(s) will enter into a state contract with the Department of Health. The Department reserves the right to revise proposed plans and negotiate final funding prior to finalizing the Agreement (Attachment VII). Award amount may vary, and applicants may apply for up to \$170,000. An estimated \$85,000 will be available May 1, 2011--June 30, 2011 and an estimated \$85,000 for July 1, 2011--June 30, 2012. The APEP may award multiple providers. The APEP intends to fund a project through June 30, 2012, subject to the availability of funds and satisfactory performance. It is expected that the majority of funds (\$85,000) for May 1--June 30, 2011 will be used to purchase participant books.

2.19 Technical Assistance

Any questions about the requirements of this RFA or any apparent omission or discrepancy should be presented to the Department in writing. The Department will determine the appropriate action necessary, and may issue a written amendment to the RFA. The questions should be faxed or emailed to the individual listed in Section 3.3.

SECTION 3.0 SUBMISSION OF APPLICATION

3.1 Instructions for Submitting Application

- Applications must be sent by email, U.S. Mail, Courier, or may be hand delivered to the addresses identified in Section 3.3.

- If sent by U.S. Mail, Courier, or hand delivered applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the application number, date and time of opening.
- It is the responsibility of the applicant to assure its application is submitted at the correct location or email in a timely manner.
- Late applications will not be accepted.

Itemized Budget and Justification

- Provide an itemized budget through June 30, 2012. Justification of each line-item will show how it is connected with the proposed project objectives and activities in the work plan.
- Budget will be reviewed but not scored and will not be counted towards the 20-page limit.

3.2 Instructions for Formatting Application

- Applicants are required to complete, sign, and return the cover page with its application. (see page 1)
- The application should be double-spaced and must be no more than 20 pages, excluding attachments and the following: 1) letters of agreement, support or collaboration, 2) budget and budget narrative, 3) organization or administrative chart or list, and 4) other support materials.
- The application must be submitted in the order of the components listed in Section 2.8.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the applicant but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original signed application; four (4) copies of the application including attachments, and all supporting documents must be submitted.
- Materials submitted will become the property of the state of Florida. The state reserves the right to use any concepts or ideas contained in the application.

3.3 Where to Send Application

For US Mail:

Florida Department of Health
 Attn: Barbara Gray
 Arthritis Prevention and Education Program
 4052 Bald Cypress Way, Bin A-18
 Tallahassee, FL 32399-1749

For Overnight Shipping (Physical Address)

Florida Department of Health
 Attn: Barbara Gray
 Arthritis Prevention and Education Program
 4025 Esplanade Way, Suite 130
 Tallahassee, FL 32311

For Email:

Attn: Barbara Gray
arthritis@doh.state.fl.us

3.4 Subcontractors

The applicant should list any proposed subcontracts and its proposed responsibilities. If awarded, the grantee shall not enter into any subcontract without the advanced written approval of the Arthritis Prevention and Education Program.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Cost of preparation

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

4.2 Renewal

The contract resulting from this RFA may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. The renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. The renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. The renewal may not include any compensation for costs associated with the renewal.

4.3 Unauthorized Aliens

NOTICE TO CONTRACTOR: The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

4.4 Minority Participation

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

4.5 Special Conditions

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: (a) all persons employed by the successful applicant to perform duties in Florida during the contract term ; and (b) all persons (including subcontractors assigned by the successful applicant to perform work pursuant to the contract with the state agency.

Information about the registration is available, and registration may be completed, at http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1. For more information about the E-Verify you may contact the E-Verify Customer Support, Monday through Friday, from 8 a.m. to 5 p.m. at 888-464-4218 or via email at E-Verify@dhs.gov.

ATTACHMENT I

Evaluation Criteria
RATING SHEET AND SCORE SUMMARY SHEET
Department of Health, Arthritis Prevention and Education Program

Prospective Applicant's Name: _____

Counties covered by this project: _____

Annual Amount Requested: _____

TOTAL POSSIBLE POINTS

Section	Topic	Page Limit	Points
1	Executive Summary	1	5
2	Organizational Background and Program Infrastructure	n/a	10
3	Data Collection and Submission	n/a	25
4	Partnership and Delivery System Development	n/a	40
5	Promote Increased Access and Use of Walk With Ease	n/a	15
6	Budget and Budget Narrative	n/a	5
	Total	20	100

Evaluator's Signature

Date

RATING SECTIONS

SECTION 1 Refer to Section 2.8, Section 1

Executive Summary (one page)	0-5
How well did the applicant:	
1. Summarize the application	
MAXIMUM SCORE: 5 POINTS	

SECTION 2 Refer to Section 2.8, Section 2

Organizational Background and Program Infrastructure	0-5
How well did the applicant:	
1. Identify key personnel to implement, oversee, and coordinate the project and the percent of the employee time dedicated to the project or provide a plan for recruiting and hiring key personnel.	
2. Provide information about its organization, including evidence of administrative support. (Why does the leadership of your organization support the application for this funding?)	
3. Describe any previous or current evidence-based self-management or physical activity programs or similar programs provided by their organization. Include the type of partners and sites used to offer the programs. Indicate the counties or communities where the programs were offered. Include strengths already in place, and describe any projects similar to the one proposed in the application. (What are the successes and lessons learned from other programs implemented? How will these experiences assist your organization successfully meet the goals of this contract?)	
4. Demonstrate evidence of a state of readiness by providing documentation of least one existing process or infrastructure in the organization supporting evidence-based self-management or physical activity or similar programs. The documentation should describe the delivery system currently used and how this design will be expanded to support Walk With Ease.	
MAXIMUM SCORE: 10 POINTS	

SECTION 3 Refer to Section 2.8, Section 3

Section 3 –Data Collection and Submission	0-5
How well did the applicant:	
1. Describe how participant demographic and reach data will be collected, entered, updated, and maintained.	
2. Indicate how participant demographic and reach data will be collected from individual sites.	
3. Describe data security plan for how participant information will be maintained at all sites involved.	

(How will you ensure participants' personal information is secure?)	
4. Describe intent to expand participant reach in the community, region, or statewide to ensure 15,000 adults participate in Walk With Ease by June 30, 2012.	
5. List potential organizations intended as sites for recruitment of Walk With Ease participants.	
6. If applicable, provide existing memoranda of agreement or similar documentation indicating pre-existing relationships that could support a delivery system for Walk With Ease.	
MAXIMUM SCORE: 25 POINTS	

SECTION 4 Refer to Section 2.8, Section 4

Section 4 -Partnership and Delivery System Development	0-5
How well did the applicant:	
1. Indicate a plan to sustain Walk With Ease within the delivery system and sites created from this contract after funding ends on June 30, 2012.	
2. Describe the method to reuse participant books.	
3. Indicate how participant books will be returned to sites or delivery system coordinator.	
4. Describe the method for sustaining reuse of Walk With Ease participant books after funding from this contract ends on June 30, 2012.	
5. Describe how they will work with the following organizations:	
5a. Existing delivery system	
5b. County health departments', Healthy Communities, Healthy People Programs	
5c. School district employee wellness programs	
6. Plan to meet the requirement of a signed Arthritis Foundation Co-sponsorship Agreement.	
7. Describe technical assistance to Walk With Ease sites.	
MAXIMUM SCORE: 40 POINTS	

SECTION 5 Refer to Section 2.8, Section 5

Section 5 - Promote Increased Access and Use of	0-5
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Walk With Ease	
How well did the applicant:	
1. Identify planned collaborative efforts with other local public and private agencies, including roles and responsibilities of each collaborative partner.	
2. Provide letters of commitment from community partners.	
3. Describe the plan for marketing the program to sites.	
4. Describe the plan for marketing to adults 18 years of age and older with arthritis and other ongoing health conditions.	
5. Describe the plan marketing for including disparate populations when applicable.	
MAXIMUM SCORE: 15 POINTS	

SECTION 6 Refer to Section 2.8, Section 6

Section 6 - Budget and Budget Narrative	0-5
How well did the applicant:	
1. Show that the budget represents allowable, reasonable costs (see Section 2.8). The budget should not exceed the maximum application award of \$170,000.	
2. Provide a budget narrative for all expenditures detailing how amounts were determined. Note: All expenditures must be necessary, reasonable, allowable, and related to the tasks, services, and activities of the program as identified.	
MAXIMUM SCORE: 5 POINTS	

**STATE OF FLORIDA DEPARTMENT OF HEALTH
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility		County	
Address		Completed By	
City, State, Zip Code		Date	Telephone

Part I

1. Briefly describe the geographic area served by the program/facility and the type of service provides:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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Part II. Use a separate sheet of paper for any explanations requiring more space.

6. Is an Assurance of Compliance on file with DOH? If NA or NO explain. NA YES NO

7. Compare staff Composition to the population. Is staff representative of the population? If NA or NO, explain. NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. NA YES NO

PART II.

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If NA or NO, explain. NA YES NO

14. Is the program/facility physically accessible to mobility, hearing and sight-impaired individuals? If NA or NO, explain. NA YES NO

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO

16. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain. YES NO

17. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain. YES NO

DOH USE ONLY

Reviewed By		In Compliance: YES <input type="checkbox"/> NO <input type="checkbox"/>
Program Office		Date Notice of Corrective Action Sent
Date	Telephone	Date Response Due

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a county, city or other locality. If the program or facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided such as inpatient health care, refugee assistance, child day care, etc.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the Census containing Florida population statistics. Include the source of your population statistics. (Other races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45CFR80. This is usually a standard part of the contract language for DOH recipients and their sub-grantees.
7. Are the race, sex and national origin composition of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff? Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained.
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation and also through on-site record analysis of persons who applied but were denied services or employment.
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients.
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability.
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.
13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include 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. 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 a public area of the facility.

14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths 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. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.

15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
- Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.
 - Modify policies and practices that do not meet requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain a self-evaluation on file.
16. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited.
17. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Section 504 and the ADA.
18. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication.
19. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services.
20. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program.

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

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

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance 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 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

- A. The Department of Health as follows:

SingleAudits@doh.state.fl.us

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), 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@doh.state.fl.us

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

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

Auditor General's Office

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

PART IV: RECORD RETENTION

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

End of Text

EXHIBIT – 1

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

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

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

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

Matching resources for federal program(s) _____ CFDA# _____ 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:

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

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

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

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

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

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor 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

Effective April 1, 2011, Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to the Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
- Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), 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@doh.state.fl.us or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3071.

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

--	--	--	--	--	--	--	--

b. Are multiple EINs covered in this report Yes No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

4. AUDITEE INFORMATION

a. Auditee name:	
b. Auditee address (number and street)	
City	
State	Zip Code
c. Auditee contact	
Name:	
Title:	
d. Auditee contact telephone	
() -	
e. Auditee contact FAX	
() -	
f. Auditee contact E-mail	

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:	
b. Primary auditor address (number and street)	
City	
State	Zip Code
c. Primary auditor contact	
Name:	
Title:	
d. Primary auditor contact telephone	
() -	
e. Primary auditor E-mail	
() -	
f. Audit Firm License Number	

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of OMB Circular A-133 and/or Section 215.97, Fla. Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date ____/____/____

Date Audit Received From Auditor: ____/____/____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

**SAMPLE BUDGET
REQUEST FUNDING
May 23, 2011-July 30, 2012**

(SAMPLE) Walk With Ease Budget Organization Name: _____	Amount
Staff: Salary for one person at \$1,402.60 x 26 = \$36,468 to coordinate Walk With Ease project	36,468
Fringe: Benefits at 35.00% x \$36,468 = \$12,764	12,764
Stipends: Flat or hourly rate acceptable for data entry or site assistance \$15 per hour x 1,597 hours = \$23,955	23,955
Materials: 8,500 Walk With Ease participant books at \$8.50 each = \$85,000	85,000
General office supplies at \$151 per month x 12 months = \$1,812	1,812
*Local travel at 0.445 cents per mile x 22,473 miles for 12 months = \$10,000	10,001
TOTAL FUNDING REQUESTED	\$170,000

Please use this format for the anticipated budget describing each item to be funded and the amount. The description may be a sentence or a formula. At the bottom of the page, the line items should total to equal the amount of funding requested.

*Travel reimbursement authority: Section 112.061, Florida Statutes (F.S.), which prescribes per diem and travel expenses of public officers, employees, and other authorized persons. Chapter 69I-42, Florida Administrative Code (F.A.C.), wherein is established the Rules of the Bureau of Auditing in regard to authorizing and reimbursing travel expenses

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 (FS)

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, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, 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

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.

- 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 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.
- c. 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.
- d. 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 section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. 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.
- f. 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).

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 section 215.97 Florida Statutes, 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.

E. Monitoring by the Department

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

F. Indemnification

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, FS.

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.

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, FS, 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 his 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 Minority Business Enterprise 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, FS. 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, FS, 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, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH 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, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. 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, FS.
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 Florida Administrative Code 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 eProcurement system. Pursuant to section 287.057(23), Florida Statutes (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 DOH 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, FS, 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, FS, 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, FS, 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, FS, 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, FS, 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, FS, 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.

Electronic Fund Transfer

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

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, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. 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, FS, 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, FS, 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 0.033333%. 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), FAC. 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.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

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:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

Arthritis Foundation Program Co-sponsorship Agreement

The Arthritis Foundation ("AF"), Florida Chapter ("AF Local"), has agreed to co-sponsor the following AF programs: Arthritis Foundation Exercise Program, Arthritis Foundation Aquatic Program, Arthritis Foundation Self-Help Program, Arthritis Foundation Tai Chi Program, or Arthritis Foundation Walk with Ease Program at the _____ agency ("Co-sponsoring Agency" or "Agency"), with its facility location at _____ in _____ (or various locations listed on Addendum

A). This co-sponsorship is contingent upon the following conditions, to which the parties agree by the signatures of their representatives below:

I. The Co-sponsoring Agency will be responsible for the following:

1. Personnel and Training:

- a) Ensure that the AF programs are only taught by persons who have successfully met the pre-requisites, completed an approved leader/ instructor training workshop, and maintained their AF certification. Recertification training must be obtained by the leaders/ instructors every three years. If the approved leader/ instructor leaves the Agency, the program must be discontinued until a qualified leader/ instructor is obtained.
- b) Ensure that any program training workshops done in collaboration with the Agency include representatives of the AF and are conducted by AF program trainers approved by the AF. Agree that the leader/ instructor training workshops are only open to those who meet the pre-requisites and who have been prescreened and approved by the AF.

2. **Facility Standards:** Adhere to the minimum facility standards for the duration of the program as set forth in Exhibit A and made a part of this agreement. Provide any other reasonable accommodation that may be necessary to ensure that the program is accessible to people with disabilities.

3. Program Implementation:

- a) Ensure that Agency personnel follow the standardized program curriculum and that there is no variation in the approved program content or process described in the program leader/instructor manuals without prior written permission. The leaders/ instructors shall agree to such by forwarding a signed Statement of Understanding Form to the AF.
- b) Carry out program logistics as outlined in Exhibit B and made part of this agreement.
- c) Adhere to AF guidelines regarding program naming and use of AF logo. Use the full program name "Arthritis Foundation Exercise Program, Arthritis Foundation Aquatic Program, Arthritis Foundation Self-Help Program, "Arthritis Foundation Tai Chi Program" or "Arthritis Foundation Walk with Ease" (or "Walk with Ease" with appropriate use of the AF name and logo) as the official program titles and acknowledge and credit the AF in news releases, published reports, brochures and other program materials.

4. Program Monitoring, Participant Information and Evaluation:

- a) Monitor the AF programs to maintain safe, high-quality classes.
- b) Provide the AF with reasonable access to the facility for periodic site visits.
- c) Collect and submit the following to the AF within two weeks of course completion or end of quarter for ongoing classes:
 - 1) Participant Release Form signed by each new class participant. The form is set forth on attached Exhibit C and made part of this agreement.
 - 2) Program Information Forms or equivalent program data.
- d) Notify the AF of any changes in agency contact person, course schedules or leaders/ instructors within 30 days of their occurrence.

5. **Agency Contact Person(s):** The Co-sponsoring Agency shall designate a contact person within the Agency who will receive a copy of this agreement, help ensure that the above responsibilities are upheld, and maintain communication with the AF. This primary contact person's name and contact information is listed below. (A Co-sponsoring Agency with multiple delivery facilities shall indicate additional contact person names and information on Addendum A.)

Name

Phone Number

Email

I. The AF Local will be responsible for the following:

1. Provide and/or participate in training and recertification training for class leaders/ instructors.
2. Provide certification to trained leaders/ instructors after they have taught a series of six class sessions (or six week Walk with Ease class series).
3. Make available marketing materials and/or assist in the promotion of the program to its members and recruitment of class participants.
4. Keep AF certified leaders/ instructors and the Co-sponsoring Agency informed of latest Arthritis Foundation information of interest to class participants or patrons.
5. Assist in ordering AF materials.
6. Assist in conducting site and program evaluations and providing compiled data back to the Agency.

III. Insurance and Liability:

1. The AF Local and the Co-sponsoring Agency shall each maintain comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. The Agency shall provide a current certificate of insurance or other evidence of such insurance coverage.
2. The AF Local shall indemnify and hold harmless the Co-sponsoring Agency, its officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to any negligence or willful misconduct on the part of the AF, the AF Local, or their respective officers, employees, agents or volunteers in connection with programs that are the subject of this agreement; provided, however, that the Co-sponsoring Agency acknowledges that Leaders/Instructors of the programs that are employees of or are contracted by the Agency are not employees, agents or volunteers of the AF or the AF Local. The Co-sponsoring Agency shall indemnify and hold harmless the AF, the AF Local, and their respective officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to: (i) any negligence or willful misconduct on the part of the Co-sponsoring Agency, its officers, employees, agents or contractors in connection with programs that are the subject of this agreement, or (ii) the condition or safety of the facility.

IV. Notices:

1. Any modification of this agreement shall be binding only if evidenced in writing signed by the authorized representative of both parties.
2. This Co-sponsorship Agreement will terminate three (3) years from the date of signing and is subject to renewal at that time.
3. Either the AF Local, or the Co-sponsoring Agency, reserves the right to terminate this agreement with 30 days written notice delivered by certified mail. However, the AF may terminate the agreement immediately in writing if serious safety violations or apparent disregard for program guidelines is found.
4. Unless notified to the contrary, notices shall be provided as follows:

Arthritis Foundation, Florida Chapter ____: Co-sponsoring Agency:

3816 W Linebaugh Ave #303
Address

Tampa, FL 33618
City, State, Zip Code

Susan Cuellar
Representative Name

VP Mission Delivery
Representative Title

800-850-9455 x11 scuellar@arthritis.org
Representative Phone/E-mail

Representative Signature

Address

City, State, Zip Code

Representative Name

Representative Title

Representative Phone/E-mail

Representative Signature

Date _____

Date _____

Optional Addendum A: Program Locations

A. Facility/ Location Name Street Address City, State, Zip	B. AF Programs To Be Offered At Site*					C. Facility Contact Person Name Title Phone Number Email Address
	AF Aquatic	AF Exercise	AF Self-Help	AF Tai Chi	AF Walk with Ease	

*For optional use to indicate which programs are offered at different facilities if there is variation among facilities

In order to ensure their accessibility, safety and overall suitability, the host sites in which Arthritis Foundation (AF) Program classes are conducted must meet the following minimum characteristics and should make every reasonable effort to meet the “recommended” guidelines:

1. An accessible site consistent with the Americans with Disabilities Act, including reasonable accommodations such as:
 - a. Handicapped parking spaces or other designated parking within close proximity.
 - b. At least one building entrance with an easy-to-open door close to parking and useable by persons with disabilities. Entrances with steps must have railings.
 - c. Barrier-free exercise room, meeting room or pool that are accessible to people with disabilities.
 - d. Accessible changing and restroom facilities, with adequate provisions for seating, located near the exercise room or pool.
 - e. Entrance doors that are easily operable by people with upper extremity limitations in the locker room, locker and restroom.
2. Sites offering the Arthritis Foundation Exercise Program, the Arthritis Foundation Tai Chi Program, Arthritis Foundation Self-Help Program or Arthritis Foundation Walk with Ease Program must provide:
 - a. Trained leader/ instructor with CPR certification (required if offering the Arthritis Foundation Aquatic, Exercise, Tai Chi or Walk with Ease Program and recommended for the Arthritis Foundation Self-Help Program).
 - b. It is also recommended that sites provide an exercise/ meeting room set-up that facilitates safe, comfortable, effective group interaction and activity, with features such as:
 - Sufficient space for easy movement.
 - Sufficient space for assistive devices such as walkers and crutches.
 - Clutter-free space, to reduce chances of falls or other injuries.
 - Adequate acoustics so the instructor can be easily heard.
 - No other concurrent activities in the room.
 - Adequate lighting, to reduce chances of falls or other injuries.
 - Comfortable room temperature.
 - Sturdy chairs that do not slide easily, preferably of varying heights.
 - Carpeted floor or mats (if offering the AF Exercise Program and doing floor exercises)
3. Arthritis Foundation Aquatic Program sites must provide a pool with:
 - a. Water temperature maintained between 83 and 90 degrees Fahrenheit.
 - b. Readily available safety and water rescue equipment.
 - c. Clean and uncluttered deck area
 - d. Trained leader or instructor with CPR certification
 - e. In accordance with state law, provide a written emergency action plan and an instructor or other person at the pool with current lifeguard or water safety/ rescue certification. If a leader is teaching, it is recommended that there be a second person at the pool or immediately available to assist with water rescue.
 - f. It is also recommended that sites provide a safe, comfortable pool environment including:
 - Air temperature within five degrees of the water temperature.
 - Adequate pool depth and pool size to allow submergence of all joints being exercised and easy movement for all participants.
4. Allow classes to be open to the community unless specific arrangements have been made with the AF.

Exhibit B: Co-sponsoring Agency Responsibilities

The Co-sponsoring Agency and the AF Chapter agree to the following responsibilities (check all that apply):

Part 1: Program Logistics

Possible responsibilities and tasks	What Co-sponsoring Agency Has Agreed to Do (check all that apply)	What AF Has Agreed to Do (check all that apply)
Secure Course Location(s)/ Meeting Facilities	<input type="checkbox"/>	<input type="checkbox"/>
Schedule Class Dates and Times	<input type="checkbox"/>	<input type="checkbox"/>
Secure Leaders/ Instructors	<input type="checkbox"/>	<input type="checkbox"/>
Market Course Offering(s)	<input type="checkbox"/>	<input type="checkbox"/>
Register Participants	<input type="checkbox"/>	<input type="checkbox"/>
Collect Course Fees	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Course Materials	<input type="checkbox"/>	<input type="checkbox"/>
Provide Any Needed Equipment	<input type="checkbox"/>	<input type="checkbox"/>
Provide AF Consumer Publications/Resources to Participants	<input type="checkbox"/>	<input type="checkbox"/>
Collect and Report Participant Outcome Data/ Evaluations	<input type="checkbox"/>	<input type="checkbox"/>
Compensate Leaders/ Instructors	<input type="checkbox"/>	<input type="checkbox"/>
OTHER—List:	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Part 2: Training Workshops (COMPLETE ONLY if co-sponsoring training workshops)

Possible responsibilities and tasks	What Co-sponsoring Agency Has Agreed to Do (check all that apply)	What AF Has Agreed to Do (check all that apply)
Secure Training Location(s)	<input type="checkbox"/>	<input type="checkbox"/>
Select and Secure Trainer(s)	<input type="checkbox"/>	<input type="checkbox"/>
Prepare and Orient Trainer(s)	<input type="checkbox"/>	<input type="checkbox"/>
Compensate Trainer(s)	<input type="checkbox"/>	<input type="checkbox"/>
Market Training and Recruit Trainees	<input type="checkbox"/>	<input type="checkbox"/>
Secure Lodging for Trainer and Trainees	<input type="checkbox"/>	<input type="checkbox"/>
Handle Training Registration	<input type="checkbox"/>	<input type="checkbox"/>
Collect Training Fees	<input type="checkbox"/>	<input type="checkbox"/>
Screen and Approve Training Applications	<input type="checkbox"/>	<input type="checkbox"/>
Create Roster	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Training Materials	<input type="checkbox"/>	<input type="checkbox"/>
Provide Training Equipment (AV/Flipcharts/Etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Arrange for/ Provide Lunch and/or Refreshments	<input type="checkbox"/>	<input type="checkbox"/>
Copy/ Provide Any Needed Forms and Resource Materials	<input type="checkbox"/>	<input type="checkbox"/>
Deliver Training Materials to Workshop Site	<input type="checkbox"/>	<input type="checkbox"/>
Set-up/Tear Down Training Location(s)	<input type="checkbox"/>	<input type="checkbox"/>
Collect Paperwork (Workshop Evaluations, roster, etc.); Send to AF	<input type="checkbox"/>	<input type="checkbox"/>
OTHER—List	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Participant Release Form

I understand and agree that there are risks, both foreseeable and unpredictable, associated with any exercise or education program. I am aware of these risks and agree that my participation is at my own risk. I hereby agree that neither the Arthritis Foundation, nor any co-sponsoring agency or facility, nor their respective chapters, officers, directors, employees, agents, members or volunteers, shall assume or have any responsibility or liability for the expenses or medical treatment or for compensation for any injury I may suffer during or resulting from my participation in the Arthritis Foundation program, regardless of where any injury occurs or whether any such injury occurred in a formal or informal program. I do hereby, for myself, my heirs, executors and administrators, waive, release and forever discharge the Arthritis Foundation (and any related entities) and any co-sponsoring agency or facility (as well as their agents, employees and volunteers) from any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of or in any way connected with my participation in this or any future Arthritis Foundation program.

I understand that this Participant Release Form has important legal consequences and limits my ability to recover money if I am injured as a result of my participation in this program. I have been given the opportunity to discuss its terms and consequences with an attorney of my choosing if I wish to do so.

I also represent and warrant that I have been advised to seek consultation from my doctor about whether I can safely participate in this program and whether there are precautions or limitations to my participation.

I understand and agree that the goal of the Arthritis Foundation and the co-sponsoring facility is to provide a safe program environment free from disruption or harassment. To this end, the Arthritis Foundation and the co-sponsoring agency reserve the right to deny admission to those individuals whose behavior is disruptive, or who harass other program members or staff.

I understand and agree that a copy of this form will be provided to the Arthritis Foundation as well as any co-sponsoring agency or facility. The Arthritis Foundation (and any related entities) and any co-sponsoring agency or facility may rely upon this Participant Release Form.

Walk With Ease

Participant Registration Form

Participant ID: _____

Participant Book Number: _____

Start Date: _____ End Date: _____ (six weeks)

Participants please DO NOT write in shaded area.

Please print clearly.

Name:		
Home Phone: ()	Work Phone: ()	
Cell Phone: ()		
Mailing Address:		
City:	State: FL	Zip Code:
County:		
Email Address:		



Updated 2-15-2011

Q1	How did you hear about this program?
----	---

<input type="checkbox"/> 1	Physician		
<input type="checkbox"/> 2	Church		
<input type="checkbox"/> 3	Advertisement		
<input type="checkbox"/> 4	Friend		
<input type="checkbox"/> 5	Other		
<input type="checkbox"/> 6	Florida Tobacco QuitLine		
Q2	What is your birth year?		

Q3	What is your zip code?		

Q4	What is your gender?		
<input type="checkbox"/> 1	Male		
<input type="checkbox"/> 2	Female		
Q5	Are you Hispanic, Latino, or of Spanish origin?		
<input type="checkbox"/> 1	Yes		
<input type="checkbox"/> 2	No		
<input type="checkbox"/> 3	Unknown		
Q6	Please select one or more of the following that best describes your race:		
<input type="checkbox"/> 1	American Indian or Alaska Native		
<input type="checkbox"/> 2	Asian or Asian-American		
<input type="checkbox"/> 3	Black or African American		
<input type="checkbox"/> 4	Hawaiian Native or Pacific Islander		
<input type="checkbox"/> 5	White/Caucasian		
<input type="checkbox"/> 6	Other – specify		
Q7	Please indicate which ongoing health conditions you have:		
		Type (if applicable)	Date Diagnosed
<input type="checkbox"/> 1	Arthritis/rheumatic disease		
<input type="checkbox"/> 2	Cancer		
<input type="checkbox"/> 3	Depression		
<input type="checkbox"/> 4	Epilepsy		
<input type="checkbox"/> 5	Heart Disease		
<input type="checkbox"/> 6	High Cholesterol		
<input type="checkbox"/> 7	Hypertension/High Blood Pressure		
<input type="checkbox"/> 8	Lung Disease (asthma, emphysema, bronchitis)		
<input type="checkbox"/> 9	Obesity		
<input type="checkbox"/> 10	Stroke		
<input type="checkbox"/> 11	Other(s): _____		
<input type="checkbox"/> 12	I do not know if I have an ongoing health condition.		
<input type="checkbox"/> 13	I do not have an ongoing health condition.		

Optional Questions

Q8	Today how many people live in your household (including yourself)?
Q9	What is the highest level of education you have completed?
<input type="checkbox"/> 1	Less than high school
<input type="checkbox"/> 2	Some high school
<input type="checkbox"/> 3	High school graduate
<input type="checkbox"/> 4	Some college or vocational school
<input type="checkbox"/> 5	College/University graduate
<input type="checkbox"/> 6	Graduate school
Q10	Do you speak a language other than English at home?
<input type="checkbox"/> 1	Yes
<input type="checkbox"/> 2	No
Q11	If you answered “yes” to question 10, what other language(s) do you speak?
Q12	Do you sometimes have difficulty speaking English?
<input type="checkbox"/> 1	Yes
<input type="checkbox"/> 2	No
Q13	Do you sometimes have difficulty understanding English?
<input type="checkbox"/> 1	Yes
<input type="checkbox"/> 2	No
Q14	What is your current marital status?
<input type="checkbox"/> 1	Married
<input type="checkbox"/> 2	Divorced
<input type="checkbox"/> 3	Widowed
<input type="checkbox"/> 4	Separated
<input type="checkbox"/> 5	Never married
<input type="checkbox"/> 6	Partnered (living with someone)
Q15	Do you have health insurance?
<input type="checkbox"/> 1	Yes
<input type="checkbox"/> 2	No
Q16	If “yes” to question 15, what type of health insurance? Please check all that apply.
<input type="checkbox"/> 1	Medicare
<input type="checkbox"/> 2	Medicaid
<input type="checkbox"/> 3	Private insurance – specify
<input type="checkbox"/> 4	Veterans
<input type="checkbox"/> 5	Other – specify

Q17	What is your yearly income?
<input type="checkbox"/> 1	Less than \$15,000
<input type="checkbox"/> 2	\$15,000 - \$24,999
<input type="checkbox"/> 3	\$25,000 - \$49,999
<input type="checkbox"/> 4	\$50,000 - \$75,000
<input type="checkbox"/> 5	More than \$75,000
Q18	Was there a time in the past 12 months when you needed to see a doctor, but could not because of cost?
<input type="checkbox"/> 1	Yes
<input type="checkbox"/> 2	No
<input type="checkbox"/> 3	Do not know / Not sure
Q19	About how long has it been since you last visited a doctor for a routine checkup? A routine checkup is a general physical exam, not an exam for a specific injury, illness, or condition.
<input type="checkbox"/> 1	Within the past year (anytime less than 12 months ago)
<input type="checkbox"/> 2	Within the past 2 years (at least 1 year, but less than 2 years ago)
<input type="checkbox"/> 3	Within the past 5 years (at least 2 years, but less than 5 years ago)
<input type="checkbox"/> 4	5 or more years ago
<input type="checkbox"/> 5	Do not know / Not sure
<input type="checkbox"/> 6	Never

Minimum Information List for Participant Data and Excel Spreadsheet Headings

Participant ID	
Birth Year	
Zip	
County	Optional
Household	Optional
Gender	
Race	
Ethnicity	
Ongoing health condition	
Marital Status	Optional
Education	Optional
Other Home Language	Optional
Name of Other Language	Optional
Difficulty Speaking Eng.	Optional
Difficulty Understanding Eng.	Optional
Insurance	Optional
Income	Optional
Start Date	
End Date	
Course ID	
Session 1	
Session 2	
Session 3	
Session 4	
Session 5	
Session 6	

**Florida Arthritis Prevention and Education Program
Comprehensive Table of Active, Pending, and Former Partners**

ACTIVE

Partner Name	Partner Type	Partner Role	Current Key Activities	Impact or Outcome on Program
Department of Elder Affairs (DOEA)	Support	Implement Interventions	Oversee CDSM workshops statewide.	Reach, contracting with the Area Agencies on Aging to deliver CDSMP workshops

PENDING (currently being engaged)

Partner Name	Partner Type	Proposed Partner Roles	Expected Key Activities	Remaining Steps to Cement Partnership
Parrish Medical Center	Delivery System	Implement intervention	Conduct CDSM workshops	Acquiring license

FORMER (became inactive during this reporting period)

Partner Name	Partner Type	Former Partner Role	Former Key Activities	Reason(s) why the Partnership has Ended
Catholic Charities	Delivery System	Implement intervention	Oversees and organizes self-management program for in PSA 6.	The partnership has not ended, it was erroneously thought to have held a CDSMP license as a Delivery System Partner, they are not a license holder and are a delivery site.

Partner Types: Delivery System, Advisory Partner, Support Partner

Partner Role: Examples - Implement Intervention, Distribute Printed Campaign Materials, Represent Disability Community on Arthritis Council, Funding Source, etc

Key Activities: What they do that makes them valuable as a partner this reporting period

Impact on Program: Concrete Accomplishment(s)

Remaining Steps to Cement Partnership: What needs to happen to move partnership to actively creating accomplishments

Reason(s) why the Partnership has Ended: Why is the partner no longer valuable to the goals of the arthritis program

Attachment XI

Walk With Ease Reach Table					
May 1, 2011-June 30, 2012					
	SEP 15, 2011	DEC 15, 2011	MAR 15, 2012	JUN 30, 2012	Project Total
Participants					
Number of new participants					0
Number of completers (all six-weeks)					0
Sites					
Number of active sites currently providing Walk With Ease					0
Leaders					
Number of instructors trained					0
Number of instructor trainings held					0

Estimated Costs for Walk With Ease Participant Books

The Arthritis Foundation, Florida Chapter, will manage orders for fewer than 500 books.

- Less than 500 - \$11.95

The national Arthritis Foundation, Consumer Health- Publishing department is offering following pricing:

- More than 2500 books= \$6.50 a book
- More than 1000= \$7.25 a book
- 500-1000= \$9.50 a book