



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

REQUEST FOR APPLICATIONS

**Family Planning Services
Fiscal Year 2014-2015
Application Deadline:**

Date Application is due: March 20, 2014

RFA #14-003

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

Organization Name: _____

Mailing Address: _____

City, State, Zip: _____

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

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

E-mail address: _____

Federal Employer Identification Number (FEID): _____

Contact Person: _____

Authorized Signature in blue ink: _____

Printed Name of Authorized Signature (above): _____

Title: _____

Date: _____

TABLE OF CONTENTS

Cover Sheet

Timeline for RFA

- 1.0 Introduction
 - 1.1 Program Authority
 - 1.2 Notice and Disclaimer
 - 1.3 Program Purpose
 - 1.4 Available Funding
- 2.0 Program Overview
 - 2.1 Background
 - 2.2 Priority Areas
 - 2.3 Program Expectations
 - 2.4 Standard Contract
 - 2.5 Contract Attachment
 - 2.6 Project Requirements
- 3.0 Terms and Conditions of Support
 - 3.1 Eligible Applicants
 - 3.2 Eligibility Criteria
 - 3.3 Minority Participation
 - 3.4 Corporate Status
 - 3.5 Period of Support
 - 3.6 Use of Grant Funds
- 4.0 Application Requirements
 - 4.1 Application Forms
 - 4.2 Order of Application Package
 - 4.3 Budget Proposal and Budget Justification Narrative
- 5.0 Required Content of the Narrative Section
 - 5.1 Cover Page – One Page Limit
 - 5.2 Table of Contents
 - 5.3 Project Abstract/Summary – One Page Limit
 - 5.4 Statement of Need
 - 5.5 Program Description
 - 5.6 Program Plan
 - 5.7 Evaluation Plan
 - 5.8 Management Plan – Staffing and Organizational Capacity
 - 5.9 Appendices
- 6.0 Submission of Application
 - 6.1 Application Deadline
 - 6.2 Submission Methods
 - 6.3 Mailed or Hand-Delivered Applications
- 7.0 Evaluation of Applications
 - 7.1 Receipt of Applications
 - 7.2 Receipt of Applications
 - 7.3 Grant Awards
 - 7.4 Award Criteria
 - 7.5 Funding
 - 7.6 Awards
- 8.0 Reporting and Other Requirements
 - 8.1 Post Award Requirements
 - 8.2 Subcontractors
 - 8.3 Provider Unique Activities
 - 8.4 Required Documentation
 - 8.5 Cost of Preparation
 - 8.6 Instructions for Formatting Applications
 - 8.7 Contact Person and Application Delivery Information

- 8.8 Inquiries and Written Questions
- 8.9 Special Accommodations
- 8.10 Certificate of Authority
- 8.11 Licenses, Permits & Taxes
- 8.12 Vendor Registration

ATTACHMENTS:

- I. Evaluation Criteria
- II. Family Planning Attachment
- III. Sliding Fee Scale
- IV. Family Planning Pharmaceutical Order Form
- V. Customer Satisfaction Survey
- VI. Family Planning Encounter Form
- VII. Invoice Template
- VIII. Clinic Pharmaceutical Inventory Log
- IX. Acceptable Use and Confidentiality Agreement
- X. Generic Contraceptive Consent Form
- XI. Financial and Compliance Audit Attachment
- XII. Certification Regarding Lobbying
- XIII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XIV. Civil Rights Compliance Checklist
- XV. Standard Contract

TIMELINE FOR RFA

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

SCHEDULE	DUE DATE	LOCATION
Request for Applications Released	March 3, 2014	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Submission of Written Questions (Questions may be faxed or e-mailed)	March 7, 2014 by 4:00 PM EST	Submit to: Hillsborough County Health Department Sophia Hector, Contract Manager 3402 North 26 th Street Tampa, FL 33605 Sophia.Hector@flhealth.gov Fax: 813-272-7238
Responses to Questions Posted	March 12, 2014	Posted electronically: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Sealed Project Applications Due to Department and Opened (NO faxed or e-mailed copies of applications will be accepted)	March 20, 2014	For U.S. Mail: Hillsborough County Health Department Lori Matthews 1105 E. Kennedy Blvd., Room 316 Tampa, FL 33602
Anticipated Evaluation of Applications	March 24, 2014	Evaluation Team
Anticipated Posting of Grant Opportunity Award	March 31, 2014	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm

SECTION 1.0 - INTRODUCTION

1.1 Program Authority

The Department of Health is responsible by legislative mandate (section 381.0051, Florida Statutes) to implement a comprehensive family planning program and make services available to all persons who desire services. Family planning plays a key role in the prevention of unintended pregnancy. Preventing unintended pregnancy improves birth outcomes and reduces the incidence of abortion. An important goal of the Family Planning Program is to improve the health of Florida's women and children by reducing unplanned and unwanted pregnancies and promoting positive pregnancy outcomes.

1.2 Notice and Disclaimer

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

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

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

1.3 Program Purpose

The purpose of this Request for Applications (RFA) is to select one or more Providers to deliver Family Planning services under the authority of the Department of Health authorized by Title X of the Public Health Service Act, 42 U.S.C. 300.

1.4 Available Funding

The **total** amount available to the provider(s) will be \$683,727.60 for a period of time from July 1, 2014 through June 30, 2015. Renewal amount will be based on the State and Federal funding each year. This program is funded by Federal Title X and State General Revenue Categorical dollars. The maximum amount available will be broken up by 6 zip codes which are listed in section 2.3 of the RFA.

SECTION 2.0 - PROGRAM OVERVIEW

2.1 Background

The Department of Health's mission is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards. Historically, the health department provided Family Planning services in its six outlying health centers. Since Fiscal Year 2011/2012 family planning services have been provided by contracted providers within the community.

2012 Hillsborough County Family Planning Data:

Family Planning Clients By Age			
Age Group	Female Clients	Male Clients	Total Clients
<15	5	0	5
15-17	76	1	77
18-19	209	0	209
20-24	902	2	904
25-29	1084	12	1096
30-34	842	27	869
35-39	494	19	513
40-44	232	17	249
45+	43	5	48
Totals:	3887	83	3970

2.2 Priority Areas

The priority areas for the family planning program is to make available to a substantial segment of Florida's population, on a voluntary basis, both the information and the means to achieve child spacing and planned family size as a way of improving the health status of women and children. Family planning plays a key role in the prevention of unintended pregnancy, including teen pregnancy. Preventing unintended pregnancy also reduces the incidence of abortion and improves birth outcomes. In addition, family planning information, education, and services reduce both the incidence and impact of sexually transmitted diseases through screening and treatment.

The Infant, Maternal and Reproductive Health (IMRH) Unit in the Division of Community Health Promotion, Bureau of Family Health Services identified three measures for the Title X Family Planning Program and the Maternal Child Health programs to reach the below goals:

- To decrease the percentage of births with inter-pregnancy intervals less than 18 months.
- To decrease the percentage of teen births, ages 15-17 that are subsequent or repeat births.
- To increase the percentage of women having a live birth who received preconception counseling about healthy lifestyle behaviors and prevention strategies from a health care provider prior to pregnancy.

2.3 Program Expectations

In order to ensure widespread coverage throughout the county, services are expected to be provided from service locations within zip codes: 33604, 33611, 33635, 33613, 33612, 33615, 33614, 33610, 33619, 33527, 33570, and 33563. HOWEVER, services are to be provided to anyone who requests them, REGARDLESS of their place of residency. Provider must indicate the residence zip code of each person receiving services.

Clients provided services under the resulting contract from this Request for Applications (RFA) MUST NOT be required to pay a minimal/gate fee. Provider must indicate the zip code for each location in which provider proposes to maintain a location in which covered services will be provided.

2.4 Standard Contract

Each applicant shall review and become familiar with the department's Standard Contract, Attachment XV to this RFA which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and

conditions contained in the Standard Contract are non-negotiable. The terms covered by the “DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS” are hereby incorporated by reference. The standard contract terms and conditions are Attachment XV. Additionally, each applicant should review and become familiar with the Financial and Compliance Audit, Attachment XI as it is a requirement for contracts with Federal funding such as those included in this RFA’s resulting contract.

2.5 Contract Attachment

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

2.6 Project Requirements

To provide the full array of comprehensive family planning services to women and men in Hillsborough County at or below 100% and up to 250% of poverty and to adhere to the Federal Title X Family Planning Program Guidelines. To provide these services in a manner that will enable Hillsborough County to achieve the measures listed in Sections 2.1 through 2.5.

SECTION 3.0 – TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

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

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

3.2 Eligibility Criteria

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

1. Public and/or not-for-profit entities.
2. All service Providers shall be licensed to do business in the State of Florida for the services they are proposing to deliver, have a 501 C (3) certification if the agency is not for profit, and meet all State and local laws and regulations.
3. Are willing and able to service all eligible consumers.
4. Furnish the eligible services listed in this RFA.
5. Any submittal by a person or affiliate that has been placed on the convicted vendor list shall be rejected as unresponsive and shall not be further evaluated.
6. Provider’s practitioners delivering clinical services shall be duly licensed or certified to practice medicine/nursing in Florida and shall maintain good professional standing at all times and practice according to their individual practice acts/protocols. Providers dispensing family planning pharmaceuticals provided by the health department shall maintain a professional license with qualification as a Dispensing Practitioner. The application for dispensing practitioner can be obtained at the following website: http://www.doh.state.fl.us/mqa/nursing/frm_ARNPdisp_regis.pdf
7. Staff shall be able to communicate with those being served and sensitive to a client’s ethnic and cultural background.

8. Provider will be responsible for providing services in accordance with Title X Guidelines, herein incorporated by reference.

9. All of the OPA Instructional Series is hereby incorporated by reference. The series can be found at the following website: <http://www.hhs.gov/opa/title-x-family-planning/initiatives-andresources/documents-and-tools/family-planning-instructions.html>.

3.3 Minority Participation

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

3.4 Corporate Status

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

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

3.5 Period of Support

The initial term of the contract(s) resulting from this Request for Applications award will be for a total of \$683,727.60 from July 1, 2014 through June 30, 2015. The contract resulting from this application may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

3.6 Use of Grant Funds

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

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

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

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

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

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

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

Cash awards to employees or ceremony expenditures

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

SECTION 4.0 – APPLICATION REQUIREMENTS

4.1 Application Forms

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

4.2 Order of Application Package

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

1. Cover page

2. Table of Contents
3. Project Abstract/Summary
4. Statement of Need
5. Program Description
6. Program Plan
7. Evaluation Plan
8. Staff and Organization Capacity
9. Required Documents

4.3 Budget Proposal and Budget Justification Narrative

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

SECTION 5.0 – REQUIRED CONTENT OF THE NARRATIVE SECTION

5.1 Cover Page – One Page Limit

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

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

5.2 Table of Contents

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

5.3 Project Abstract/Summary – One Page Limit

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

5.4 Statement of Need

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

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

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

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

4. Describe whether there are any other state or federally-funded programs already operating in the county or local community proposed to be served, what priority population or area is being served by these existing programs, and if other programs exist, how the applicant proposes to avoid duplication of these existing services, prevent the supplanting of funds already being provided, and how the project activities in Section 2.5 of the RFA will enhance or differ from the existing projects.

5.5 Program Description

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

1. The age group of the priority focal population that will be the primary focus of the project.
2. The geographic area by zip code or neighborhood boundaries that the services and activities will cover and the sites where services will be provided. Indicate why those sites were chosen.
3. List the intended outcomes or specific changes expected to result from the program activities.
4. The activities or actions that will be undertaken to achieve the local programmatic objectives.
5. The mechanism that will be used by the program to document and measure its progress toward meeting the programmatic objectives.
6. The roles and responsibilities of other organizations that will be involved in implementing the project, if any.

5.6 Program Plan

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

- Name of Service Category: Family Planning services
- Estimated total number of Family Planning Clients to be served only once during the program year.
Narrative on delivery of Service: Describe how your agency will deliver the services and coordinate with other entities.
- Evaluation Plan: Describe how your agency will achieve the Major Program Goals identified in Section A of the Family Planning Services Attachment which is Attachment II to this RFA.
- Program Goals. Consider the purpose behind the service you plan to provide and what your organization will achieve for clients by providing services.
- Target Population to be served: Clearly describe the target population with regard to age, sex, race/ethnicity, socio-economic status, geographic location by zip code.
- Other funding streams: Provide a detailed description of how your agency will ensure that client services provided to clients 101% to 250% of the FPL are documented and reported to the department.
- Confidentiality: Describe how your agency has implemented or will implement State of Florida, DOH policies pertaining to confidentiality.
- Accessibility: Describe how the proposed services shall assist persons in overcoming barriers to accessing and sustaining participation in health care services.
- Clearly describe collaborative efforts in coordinating and linking clients to care.

5.7 Evaluation Plan

The Evaluation plan is a narrative description of how the success and impact of proposed project activities in Section 2.2 of the RFA will be measured. Applicants shall identify in narrative form the following information:

1. Describe the types of evaluation conducted for the activities in Section 2.5 of the RFA.
2. Describe identify who, including their qualifications, will be evaluating the project activities in Section 2.2 of the RFA.
3. Describe how the success of the activities in Section 2.5 of the RFA will be measured.
4. Describe how the impact of the activities in Section 2.5 of the RFA on participants' knowledge, skills, and/or physical capabilities will be measured.
5. Describe the types of evaluation reports on the activities in Section 2.5 of the RFA that will be compiled and submitted to the Injury Prevention Program.

5.8 Management Plan –Staffing and Organizational Capacity

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

- A description of the staff who will provide the service, their qualifications, resumes and their license number
- A table of the organization
- A Synopsis of corporate qualifications, indicating ability to manage and complete the proposed project
- Proof of current liability insurance or sovereign immunity
- Resumes of critical project/program staff

5.9 Appendices

Include documentation and other supporting information in this section.

Examples may include:

- The organization's mission statement
- Organizational Chart
- Sample data collection instruments
- Relevant brochures or newspaper article

Section 6.0 SUBMISSION OF APPLICATION

6.1 Application Deadline

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

6.2 Submission Methods

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

6.3 Mailed or Hand-Delivered Applications

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

terms and conditions of the grant.

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

Section 7.0 EVALUATION OF APPLICATIONS

7.1 Receipt of Applications

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

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

7.2 How Applications are Scored

Each application will be evaluated and scored based on the evaluation criteria identified in Attachment I. Evaluation sheets will be used by the Review Committee to designate the point value assigned to each application. The scores of each member of the Review Committee will be averaged with the scores of the other members to determine the final scoring. The maximum possible score for any application is 100 points.

7.3 Grant Awards

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

7.4 Award Criteria

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

7.5 Funding

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

7.6 Awards

Awards will be listed on the website at:

http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm

Section 8.0 REPORTING AND OTHER REQUIREMENTS

8.1 Post Award Requirements

Funded applicants will be required to submit:

- Progress reports in accordance with the Family Planning Attachment II.
- Annual Financial Status Reports.
- The Department reserves the right to evaluate the organization administrative structure, economic viability, and ability to deliver services prior to final award and execution of the contract.

8.2 Subcontractors

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

8.3 Provider Unique Activities

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

8.4 Required Documentation

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

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

8.5 Cost of Preparation

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

8.6 Instructions for Formatting Applications

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

8.7 Contact Person and Application Delivery Information

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

8.8 Inquiries and Written Questions

The contact person identified in the Timeline must receive questions related to the RFA in writing by the date and time indicated in the Timeline. No questions will be accepted after the date and time indicated in the Timeline. The questions may be sent by e-mail, fax or hand-delivered. No telephone calls will be accepted. Answers will be e posted as indicated in the Timeline. Any questions as to the requirements of this RFA or any apparent omissions or discrepancy should be presented to the department in writing. The department will determine the appropriate action necessary, if any, and may issue a written amendment to the RFA. Only those change or modifications issued in writing and posted electronically via:

http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm will be considered as an official amendment.

8.9 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

8.10 Certificate of Authority

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

8.11 Licenses, Permits & Taxes

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

8.12 Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM – 5:30 PM Eastern Time) to register.

END OF TEXT

ATTACHMENT I – EVALUATION CRITERIA

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

Question	Maximum Possible Point Value	Points Awarded
<p>Action Plan:</p> <p>Clearly describes the service to be provided, who will deliver the service, and develop an action plan with goals and objectives focused towards preventing unintended pregnancies.</p>	30	
<p>Respondent Capability:</p> <p>How much experience does the proposer have with implementing various components of family planning such as, preconception health, decreasing inter-pregnancy intervals that are less than 18 months, and preventing teen pregnancies?</p>	20	
<p>Approach To Performing Tasks:</p> <p>How well did the proposer describe how tasks and performance measures will be accomplished in the program?</p>	50	
Total	100	

NO MORE TEXT ON THIS PAGE

ATTACHMENT II

A. Services to be Provided

1. Definition of Terms

a. Contract Terms:

"Fiscal Year" means the period from July 1st through June 30th.

b. Program or Service Specific Terms:

- 1) "Family Planning Services" means the comprehensive provision of medical knowledge, assistance, and services related to the planning of families and maternal health care. Family planning services are voluntarily selected by the client.
- 2) "Informed Consent" means a voluntary decision made by a client who has been fully apprised regarding the permanence, risks, benefits, and alternatives of the contraceptive method chosen.
- 3) "Federal Poverty Level" means the U.S. Department of Health and Human Services (HHS) issues new Federal Poverty Guidelines every year. These guidelines serve as indicators for determining eligibility and fee levels for Family Planning Services.
- 4) "Pharmaceutical" means a "prescription drug" as that term is defined at Section 499.003 (10) Florida Statutes (2010).
- 5) "Session" is a full day of services seeing a minimum of one patient who receives Title X Family Planning services at a clinic site.
- 6) "Sliding Fee Scale" means predetermined levels for determining fees for services based upon income as measured against Federal Poverty Level guidelines and a determination of low income family status as defined at 42 CFR 59.2.
- 7) "Title X" means population research and voluntary family programs that assist in the establishment and operation of voluntary family planning projects which offer a broad range of acceptable and effective family planning methods. The mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number of their children.
- 8) "Low income family" means a family who meets the definition of "low income family" as described at 42 CFR 59.2.
- 9) CHD means County Health Department.
- 10) FDOH means Florida Department of Health
- 11) HC means Hillsborough County

2. General Description

a. General Statement:

Clients served under this contract shall receive family planning services to include family planning education and counseling, medical examination, tests, treatment and procedures, and family planning drugs, devices, and supplies in accordance with Title X Family Planning Program.

b. Authority:

Section 381.0051, Florida Statutes, Comprehensive Family Planning
Section 465.018, Florida Statutes, Community Pharmacy
Section 499.003 (10) (54) (a) Florida Statutes, Definitions; Wholesale Distribution;
Chapter 64F-7, F.A.C., Family Planning Services
Chapter 64F-16, F.A.C., Eligibility and Fee Assessment for Services Offered By County Health Departments
Chapter 61N-1.023, F.A.C., Restricted Prescription Drug Distributor Permits; Special Provisions; Chapter 61N-1.012 F.A.C., Records of Drugs, Cosmetics and Devices
Chapter 64B 16-25, F.A.C., Board of Pharmacy
42 CFR Part 59

c. Scope of Service:

To provide the full array of comprehensive family planning services to women and men in Hillsborough County who are Department of Health patients who qualify for “low income family” status for 42 CFR part 59 or who are at or below 100% and up to 250% of federal poverty guidelines.

d. Major Program Goals:

Tangible health and social benefits from family planning have been exhaustively documented in medical and social science research. It is known that the well-spaced, smaller family can bring improved health status and a better life to children and their parents. Conversely, decades of research show that birth defects, mental retardation, prematurity, maternal and infant deaths, infectious disease in both parents and children, the chance of child abuse, and various other adverse outcomes increase when family size is too large, when births are closely spaced, and when pregnancy occurs very early or unusually late in a woman's reproductive life.

The purpose of the family planning program is to make available to a substantial segment of Florida's population, on a voluntary basis, both the information and the means to achieve child spacing and planned family size as a way of improving the health status of women and children.

Effective family planning services will assist in reducing the incidence of low birth weight infants, infant mortality, teen pregnancy, teen births, and the rate of sexually transmitted infectious diseases not preventable by vaccine.

To the extent that these goals are reached, there will be secondary gains in the number of persons

who are economically self-sufficient and the number and percentage of children who grow up in permanent families free from abuse and neglect and who enter school ready to learn.

The overarching statewide Title X Family Planning Program goals are:

- 1) To provide access to contraceptive services, supplies, and information to all who request and are in need of these services with priority given to persons from low-income families.
- 2) To assist individuals in determining the number and spacing of their children.
- 3) To prevent unintended (unplanned and unwanted) pregnancies and promote positive birth outcomes and healthy families.
- 4) To provide counseling and reproductive health services, education and supplies.

The Infant, Maternal and Reproductive Health (IMRH) Unit in the Division of Community Health Promotion, Bureau of Family Health Services identified three measures for the Title X Family Planning Program and the Maternal Child Health programs to reach the above goals:

- To decrease the percentage of births with interpregnancy interval less than 18 months.
- To decrease the percentage of teen births, ages 15-17 that are subsequent or repeat births.
- To increase the percentage of women having a live birth who received preconception counseling about healthy lifestyle behaviors and prevention strategies from a health care provider prior to pregnancy.

3. Clients to be Served

a. General Description:

Services provided under this contract shall be delivered to women of childbearing age, including females less than 18 years of age with either parental consent or the mental capacity, based on the medical service provider's evaluation, to consent, and males who voluntarily give their consent and whose incomes are 250% or below the Federal Poverty Guidelines, based on the most recent Federal Poverty Guidelines.

b. Client Eligibility:

- 1) Clients eligible for services under this contract are those DOH patients who are at or below 250% of the current federal poverty guidelines. Clients who meet the definition of "low income family" at 42 CFR 59.2 will not be charged a fee.
- 2) Clients whose income is between 101% and 250% of the federal poverty guidelines are to be assessed on a sliding fee scale basis (Exhibit A) and shall be charged according to a schedule of discounts based upon the Family Planning Sliding Fee Scale Instrument. Any federal updates to the Federal Poverty Scale guidelines shall be automatically incorporated into this contract. However, no client will be turned away due to inability to pay. All funds collected from these clients will be utilized to support the program and reported to the department. Any client who is a member of a low income family as defined in 42 CFR 59.2 shall not be charged a fee.
- 3) There are no gender or age limits for family planning services. Family planning services to minors shall be provided as authorized under Section 381.0051 (4), F.S.

c. Client Determination:

In the event of a dispute regarding clients eligible for reimbursement, the department reserves the authority to make final determination.

d. Contract Limits:

- 1) The provider will hold X Number of clinic sessions. A session is a full day of services seeing a minimum of one patient who receives Title X Family Planning services at a clinic site. This number accounts for staff day and holiday closures as agreed upon by the Department and the Provider. Should the Provider need to cancel a session, a minimum of 30 day written notice to the Contract Manager is required.
- 2) The provider will provide family planning services to a minimum of X number of patients per month.
- 3) The provider will be reimbursed \$_____ per session, per site, payable on a monthly basis, during the contract period.
- 4) The contract amount shall not exceed \$_____
- 5) The provider shall not charge a co-payment for clients at or below 100% of Poverty, or for those who meet the definition of low income family as provided herein.
- 6) Family Planning contraceptive drugs listed in **Exhibit B**, Pharmacy Order Form shall be provided at no cost to the Provider, to the extent of supplies available.

B. Manner of Service Provision

1. Service Tasks

a. Task List:

- 1) The provider shall have a face to face meeting with each client to ascertain his or her needs.
- 2) The provider shall develop a plan of care for each client. This plan shall contain the client's family planning needs, method(s), and education needs.
- 3) The provider shall assess and document the client's contraceptive knowledge and understanding of the chosen method prior to delivering the contraceptive or prescription. The provider shall address identified gaps in knowledge.
- 4) The provider shall document the medical history of the client and his or her family.
- 5) The provider shall perform a physical assessment of the client according to "Florida Minimum Guidelines for Routine Contraceptive Management" (includes any subsequent revisions made during the contract period), herein incorporated by

reference and other provisions noted in the FDOH Guidebook (includes any subsequent revisions made during the contract period), herein included by reference.

- 6) The provider shall perform and arrange for analysis of the initial and annual laboratory testing to include at a minimum the tests outlined in “Florida Minimum Guidelines for Routine Contraceptive Management” (includes any subsequent revisions made during the contract period), herein incorporated by reference. The provider shall establish a confidential procedure for client notification and follow-up of abnormal laboratory findings.
- 7) The provider shall provide the client with the FDA approved method of contraception chosen by the client that is medically appropriate for the individual, as determined by the medical history and physical assessment.
- 8) The provider shall inform the client of the permanence, risks, benefits, and alternatives associated with the method chosen, whether prescriptive or non-prescriptive. The provider shall also educate the client about how the method works and how to use the selected method.
- 9) The provider shall document the information contained on the Generic Contraceptive Consent Form (Exhibit I) for each time the client has a change of information for current method or for a change of method.
- 10) The provider shall maintain a current record on each individual served under the contract. This record shall include documentation of the medical history of the client and his or her family, physical assessment, provision of services, and informed consent.
- 11) The provider shall remove temporary methods such as intrauterine devices or systems (IUDs/IUSs) and Progestin-only implants at the client's request and at the first available appointment.
- 12) The provider shall maintain the facilities in which the services are provided so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.
- 13) The provider shall maintain sufficient staff, facilities, and equipment to deliver the agreed upon services and shall notify the department immediately whenever it is unable, or will be unable, to provide the required quality or quantity of services.
- 14) The provider shall collect fees from clients whose income does not meet the definition of low income family and shall charge based on a sliding fee scale (Exhibit A) for clients whose income is higher than 100% of the FPL. Fee decisions for minors who seek treatment without parental consent are to be based on the minor's own resources.
- 15) The provider shall bill all available third parties legally obligated to pay for services prior to charging this contract. Back-up documentation shall be maintained for all third party collections and fees charged to clients with an income of 101% to 250% of the Federal Poverty Level (FPL) and not meeting the definition of low income family.

Billings shall be maintained for inspection by the Florida Department of Health - Hillsborough County's Program staff and State/Federal Family Planning Review staff.

- 16) The provider shall conduct client satisfaction surveys (Exhibit C) of all clients during the months of November and May in a manner which does not violate confidentiality and shall submit the completed surveys to the Department by the 15th day following the month of the survey.
- 17) The provider shall ask each returning woman if she has unintentionally become pregnant and each returning man if he has unintentionally fathered a child and if they have been a victim of intimate partner violence since the previous visit.
- 18) The provider shall keep an ongoing record of the number of unintended pregnancies and intimate partner violence reported by clients. They will document the numbers of unintended pregnancies, information supplied by clients regarding the failure of the contraceptive method and reports of intimate partner violence. The documentation will be provided with the monthly patient encounter report.
- 19) The provider, under the professional supervision of the pharmacy department manager, shall maintain a monthly electronic Pharmaceutical Tracking Log of Department drugs received and used and shall reconcile the log with the actual inventory at the end of each month and report any discrepancies to the Department contract manager within five (5) days.
- 20) The provider shall order through the Florida Department of Health - Hillsborough County, family planning prescriptive pharmaceuticals / methods and pregnancy tests, at the end of each month, adequate to maintain inventory for a six week period, using an electronic or other form provided by or approved by the Department's central pharmacy (Exhibit B). Orders shall be submitted to the Contract Manager no later than the 5th of each month. The Family Planning and Treatment Drugs available can be found on the above department order form.
- 21) The provider, under the supervision of the prescription department manager, shall segregate all family planning pharmaceuticals provided by the Department for clients who are eligible for services under this contract. The maintenance, storage, recordkeeping and disposition of the Florida Department of Health provided pharmaceuticals shall comply with Section 499.003 (54) (a) 4. Florida Statutes (2013) and Section 61N-1.012 Florida Administrative Code, in addition to the requirements of Chapter 465 Florida Statutes and 64B16-25 FAC, where the provider is a pharmacy.
- 22) The provider shall provide comprehensive pharmacy dispensing services (e.g. dispensing, recordkeeping, drug utilization review, patient profile, patient counseling, and medication therapy management services). The Provider shall retain an appropriate pharmacist licensed under Chapter 465 FS to provide these services.
- 23) The provider shall document for the medication being dispensed.
- 24) The provider, and pharmacists, will adhere to all Federal, State, and local laws and requirements related to use of family planning pharmaceuticals.

- 25) Dispensed pharmaceuticals, including stock pharmaceuticals from a licensed manufacturer, shall be appropriately labeled for dispensing in accordance with Section 499.007(2) F.S., Section 893.04(1)(e), F.S., and Rule 64B16-28.108 F.A.C.
- 26) Unusable or unserviceable family planning pharmaceuticals will be placed in designated quarantine areas for return to the reverse distributor or to the Central Pharmacy pursuant to chapter 499 Part I Florida Statutes and DOHP 395-1-12, Section 5, (3)(a-e).
- 27) If applicable, upon execution of this contract, submit documentation of abortion clinical services and abortion administrative services separate from Title X family planning administrative services.
- 28) In accordance with 42 CFR 59.5 (2) the provider shall furnish services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and shall not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the provider.
- 29) Staff providing services shall comply with the requirements of Sections 211 and 219 of the federal Department of Health and Human Services Appropriations Act of 1999 and F.S. 39.201 and 827 requiring notification or reporting of child abuse, child molestation, sexual abuse, rape or incest.
- 30) In accordance with Section 211 of the Federal Department of Health and Human Services Appropriations Act of 1999, the provider shall encourage family participation in the decision of minors to seek family planning services and must provide counseling to minors on how to resist coercion regarding engaging in sexual practices.

b. Task Limits:

- 1) Services shall be performed in compliance with all applicable state and federal laws and the Federal Program Guidelines For Project Grants For Family Planning Services, effective January, 2001, and the Florida Department of Health Guidebook, herein included by reference (includes any subsequent revisions made during the contract period), herein incorporated by reference. To the extent that there is a conflict between the provisions of the FDOH Guidebook and any provision of Florida or Federal law, the provision of law shall control.
- 2) All family planning services, including client records, appointments, lab reports, consent forms, client data collection, notification of abnormal lab results, and client billing must be delivered in a manner which ensures client confidentiality.
- 3) Acceptance of family planning services must not be a prerequisite to eligibility for or receipt of any other service, assistance from, or participation in any other programs for the client.

- 4) Clients must sign informed consent documents before they receive initial or change of prescriptive contraceptive methods.
- 5) Contraceptive drugs, methods and pregnancy tests provided by the department through the FDOH-HC shall be dispensed only to eligible DOH patient/clients under this contract by a pharmacist authorized by law to dispense, such items, acting within the scope of their practice, who are employed by or acting pursuant to a contract with the provider.
- 6) Unused family planning pharmaceuticals shall be either reverse distributed or destroyed, at the election of the Department. Pharmaceuticals that are designated for reverse distribution shall be provided to a Restricted Prescription Drug Distributor, Reverse Distributor, permittee licensed under chapter 499 part I Florida Statutes for reverse distribution on behalf of the Department. Pharmaceuticals designated for destruction shall be provided to a person permitted under chapter 499 part I Florida Statutes as either a Restricted Prescription Drug Distributor, Reverse Distributor or as a Restricted Prescription Drug Distributor, Destruction permittee. Medications with a 6 cycle prescription packaging will be reversed distributed 90 days prior to expiration date.
- 7) The provider agrees not to resell or transfer family planning pharmaceuticals/methods and pregnancy kits provided by the Department of Health or FDOH-HC to any other entity.

2. Staffing Requirements

a. Staffing Levels:

The provider shall maintain sufficient staff to deliver the agreed upon services and to conform to all state and federal laws.

The provider, except for a provider pharmacy, must employ at least one pharmacist on staff to provide pharmaceutical dispensing services to eligible family planning clients. The provider shall notify the department contract manager immediately should, for whatever reason, the provider not employ a pharmacist.

b. Professional Qualifications:

The provider's practitioners delivering clinical services to DOH clients shall be duly licensed or certified to practice their profession in Florida and shall maintain good professional standing at all times and shall practice according to the constraints of their individual practice acts or protocols. The provider shall maintain proof of such licensing or certification in the employee file. Provider agrees to give immediate notice to the department in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation of such licensure.

Staff shall be able to communicate with those being served and sensitive to a client's ethnic and cultural background.

c. Staffing Changes:

Staffing changes may be made as long as the staff members continue to meet the staffing levels and professional qualifications in 2a and 2b above, as well as the professional staffing requirements for pharmacies where applicable, including the requirement for a prescription department manager. The contract manager shall be notified only if staffing changes may interfere with the provider's ability to deliver the agreed upon services.

d. Subcontractors:

The provider may subcontract for medical services performed under this contract after written notification to the department of the intention to subcontract. The provider shall provide the department with documentation of current malpractice insurance for all subcontractors and shall maintain a file on all subcontracted professionals that includes documentation of appropriate licensure, certification, and/or training. Provider shall not enter a subcontract agreement that authorizes or requires the subcontractor to use, possess or obtain department owned pharmaceuticals without prior written approval of department.

The provider shall be responsible for ensuring that any and all subcontracted services comply with all the terms of this contract. It shall be the sole responsibility of the provider to ensure that supervision and management of services and programs is provided in accordance with the terms of this contract and all applicable state and federal laws.

3. Service Location and Equipment

a. Service Delivery Location:

1. Clinical locations: The names and addresses of all locations at which the provider will provide clinical services in Exhibit ____.

b. Service Times: Attached and described in Exhibit ____.

Clients that have emergent issues or questions may contact the office during hours of operation listed on Exhibit ____.

c. Changes in Location:

The provider shall notify the contract manager, in writing, a minimum of one month prior to any change in location. Any new location must meet the terms of this contract regarding conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent, and must be appropriately permitted for all activities that will take place at the new location.

d. Equipment:

All equipment used to provide the contracted services shall be maintained in good working order.

4. Deliverables

a. Service Units:

A service unit under this contract is equivalent to one session as defined under section A.1.5.

b. Reports:

- 1) The provider shall submit to the FDOH-HC all information contained on the Family Planning Encounter Form (Exhibit D), including financial screening information for each client served in the previous week. Additional information for each patient shall be Current Procedural Terminology (CPT) codes and International Classification of Disease (ICD-9) codes and additional financial screening information shall include the family size and number of wage earners in the filing unit. This information is due the following Wednesday. The monthly invoice shall not be paid until this information is received.
- 2) The provider shall submit financial screening information as indicated on the Family Planning Encounter Form (Exhibit D), for each patient seen during the month for which reimbursement is being requested. Additional financial screening information shall include the family size and number of wage earners in the filing unit.
- 3) The provider shall submit annually or upon request, information necessary to meet federal requirements.
- 4) The provider shall submit completed satisfaction surveys twice yearly. The surveys will be done during the months of November and May. Surveys are to be submitted with the invoice for those months.
- 5) The provider shall submit to the department an invoice for services (Exhibit E) within 15 days following the end of the month for which reimbursement is sought. The provider shall attach to the invoice a session report for each site which shall include the name of the site and number of sessions that were held during the month being billed.
- 6) The provider shall provide the following monthly reports by the 5th of the month:
 - a. a report of the family planning pharmaceuticals dispensed or administered for the preceding month by date and client identifier monthly.
 - b. an electronic, or paper copy of the current Pharmaceutical Inventory Tracking Log (Exhibit F) as of the end of the preceding month.
 - c. a signed hard copy of the DOH electronic Family Planning Pharmaceutical Order Form (Exhibit B).
- 7) If the provider conducts abortion services, submit to the department upon execution of this contract a report that includes the following information:
 - a. Detailed documentation of how abortion services are clearly identifiable as separate services for family planning, i.e. abortion services are provided in a separate clinic, on different days, in a separate part of a building, use of different sign-in sheets.
 - b. A listing of site locations, schedules and other distinguishable evidence that clearly delineate the two programs.

- c. Documentation of accounting policies and procedures that assures complete separation of Title X funds from funding for the abortion services.
 - d. The location in the provider's clinics and worksites where copies of Section 381.0051, Florida Statutes; Chapter 64F-7, Florida Administrative Code, Title X of the Public Health Service Act of 1970 (P.L. 910572) and the Title X Guidelines which define policy regarding administration of family planning services are maintained.
- 8) In accordance with Section 211 of the Federal Department of Health and Human Services appropriations act of 1999, the provider shall encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts at coercion into engaging in sexual activities.

c. Records and Documentation:

- 1) The provider shall maintain a current record on each individual client served. The client record shall include documentation of client income and resources, informed consent, medical history of the client and his/her immediate family, physical assessment, and dates and types of service provided. This documentation shall be retained as directed in the Standard Contract Section I.D. All information contained in health records is confidential, with access governed by state and federal laws.
- 2) The provider shall maintain a file of client satisfaction surveys that were completed during the months of November and May; and shall be submitted to the department by the 15th day following the end of the month.
- 3) The provider shall maintain personnel records and subcontractor files that include, at a minimum, documentation of malpractice insurance, professional licensure and/or certification required to fulfill individual responsibilities.
- 4) The provider shall include with the patient encounter data, the clients reporting intimate partner violence; and the patients reporting unintended pregnancies
- 5) The provider shall maintain a monthly Pharmaceutical Tracking Log (Exhibit F) at each clinic and pharmacy location where pharmaceuticals are dispensed or administered, for each drug supplied by the Department which indicates the starting and ending inventory, the number of units dispensed or administered daily, and the date of each dispensing or administering service. No provision of this paragraph authorizes the transfer of a pharmaceutical from one location to another location to be stored and not used or returned daily to the originating location.
- 6) The provider, through the professional supervision of a prescription department manager, shall maintain a record of family planning pharmaceuticals / methods dispensed or administered by client identifier and date.
- 7) The provider must maintain a copy of Section 1008, Title X, Public Health Services Act of 1970 (P.L. 910 572) which prohibits the use of Title X funds in programs where abortion is a method of family planning.

- 8) The provider must maintain a copy of 42 CFR 59.5 which prohibits the subjection of individuals to any coercion to accept services or to employ any particular methods of family planning.
- 9) The provider must maintain copies of Section 381.0051, Florida Statutes, Chapter 64F-7, Florida Administrative Code, and the Federal Program Guidelines For Program Grants for Family Planning Services effective January, 2001, which define state and federal policy regarding family planning services in the provider's clinics and worksites.
- 10) The provider must maintain copies of Sections 211 and 219 of the federal Department of Health and Human Services Appropriations Act of 1999 which define federal policy regarding notification or reporting of child abuse, child molestation, sexual abuse, rape or incest for the provision of counseling to minors on how to resist attempts at coercion into engaging in sexual activities.
- 11) The provider agrees to maintain confidentiality of all records required by law or administrative rule to be protected from disclosure. The provider agrees to hold the department harmless from any claim or damage, including reasonable attorney's fees and costs, or from any fine or penalty imposed, as a result of an improper disclosure by the provider of confidential records, whether public record or not, and promises to defend the department against the same at its expense.

5. Performance Specifications

a. Outcomes and Outputs:

The primary immediate benefit resulting from this contract is that there will be a reduction of unintended pregnancies among clients. As a result, there will be an improved health status and better quality of life for all family members.

In order to accomplish the above, clients shall be educated and counseled regarding family planning, medically screened, and provided with their choice of the appropriate method of family planning.

b. Standards Definitions:

- 1) The provider shall achieve a satisfactory or better rating on 90% of client satisfaction surveys.
- 2) At least 90% of clients will have a documented plan of care addressing their family planning needs as evidenced by a random quarterly record review for each clinic site.
- 3) 100% of clients who have opted for specific family planning methods will be medically screened to assure the appropriateness and safety of the chosen method for that individual.

c. Monitoring and Evaluation Methodology:

- 1) By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six (6) months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.
- 2) The contract manager shall monitor the contract on-site a minimum of one time during the contract period, verifying that all terms of the contract are fulfilled by inspection of the facility, personnel records, subcontractor files, and a sample of client medical and staff educational records.
- 3) The contract manager shall monitor the client satisfaction surveys, which are to be submitted to the department by the 15th day following each survey period.
- 4) Procedures regarding corrections of the noted deficiencies are identified on the first page of the contract under Section I E, Monitoring.

d. Performance Definitions:

All definitions are listed in Section A.I. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities:

- 1) The provider shall submit information on the Family Planning Encounter form (Exhibit D), CPT and ICD9 Codes for each service performed for a client covered under this contract.
- 2) The provider, through the professional supervision of the prescription department manager, if applicable, shall maintain a segregated inventory, inventory records, inbound audit trail records, and dispensing records to account for all drugs received from the department.

b. Coordination with Other Providers/Entities:

In the event that the client requests an appropriate family planning service that is not available through the provider, the provider shall refer the client to another agency, organization, or professional who is able and willing to provide the service.

c. Training

Title X requires multiple training courses which include orientation courses and annual courses. It will be mandatory that all staff members who will be performing services under this Title X funding will be required to take the orientation training and an annual course

training. The training may be online, via a conference call or classroom training. The provider will coordinate with FDOH-HC for family planning orientation of new staff within 30 days of hire.

7. Department Responsibilities

a. Department Obligations:

The Department shall supply contraceptive drugs to be dispensed to eligible clients under this contract at no charge to the provider to the extent supplies are available. This is in addition to the fixed reimbursement rate provided for in Section C, Method of Payment.

The Department shall compile statistical reports of the client satisfaction surveys (Exhibit C) and provide a summary report to the provider within 15 days.

b. Department Determinations:

The Department retains the exclusive authority to determine client eligibility.

C. Method of Payment

This is a fixed price contract. The Department shall pay the provider for the delivery of family planning service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$_____ subject to the availability of funds at the price and limits listed below:

Upon satisfactory completion of the services and documentation of clinic sessions as specified on Page 9, Section A.3.d.1) of this contract, the provider will be paid \$_____ per session, 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. The Department reserves the right to withhold any or all the contract fees if the Provider fails to comply with any terms and/or conditions of this contract. The Department's decision to withhold or reduce monthly payments shall be submitted to the Provider in writing. The written notice shall specify the manner and extent to which the Provider has failed to comply with the terms of the contract and timeframes for compliance.

The proposed service unit price shall include one session of family planning services for individuals less than 250% of the Federal Poverty Level guidelines.

Clients served within the monthly unit will not be charged a fee if their income is less than 100% of the federal poverty guidelines. Individuals whose income is from 101% to 250% of the Federal Poverty Guidelines will receive services with charges based upon the DOH sliding fee scale. Clients with incomes greater than 250% of the federal poverty guidelines may be charged full fee. However no client will be turned away due to inability to pay.

Individuals are to be screened to determine eligibility according to the Federal Poverty Guidelines and client resources. Clients between 101% and 250% of the FPL and who are not from a low income family, as defined herein, are to be charged according to a schedule of discounts based upon the Family Planning Sliding Fee

Scale Instrument. All funds collected from these clients will be utilized to support the program and reported to the department.

Family Planning contraceptive drugs shall be provided to the extent of supplies available for clients served as a result of this contract.

The provider shall request payment on a monthly basis through submission of a properly completed invoice (Exhibit E) and supporting documentation (session report by site) within 15 days following the end of the month for which payment is being requested.

Payments may be authorized only for service units on the invoice that are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract which is 1016.

The provider shall submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated; if the provider fails to do so, all right to payment is forfeited, and the department may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all evaluation and financial reports due from the provider and necessary adjustments thereto have been approved by the department.

D. Special Provisions

1. Services must be provided without regard to religion, race, color, national origin, creed, handicap, sex, number of pregnancies, marital status, age, income, or contraceptive preference.
2. Any significant inventory shortages will be reported to the department within two working days of discovery of the shortage. Upon termination of this contract, any drugs remaining in the inventory will be returned to the department within 10 days of termination.
3. Assuming the provider obtains the appropriate licensure to purchase the pharmaceuticals; chlamydia medications will be purchased from an authorized source that is approved by the department and permitted under Chapter 499 Part I Florida Statutes to engage in the wholesale distribution of prescription drugs in Florida.
4. Unauthorized Use of Aliens. The department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
5. Financial Remedies
 - a. The Provider shall not be paid the \$_____ session rate for any sessions not performed.
 - b. Additionally, the Department shall reduce the monthly invoice, up to 5% should the Provider not meet reporting deadlines for all reports required in this contract.
 - c. The Department shall reduce the contract up to 5% quarterly, should the Provider not provide services for __ number of patient visits per quarter. The third month for each quarter (September, December, March and June) will be when the financial remedy will be deducted.

- d. The Department shall reduce the monthly invoice amount up to 5% , should the provider not provide family planning services to a minimum of _____ patients per month
6. Grievance and Fair Hearing Procedures
 - a. Grievances.
 - 1) The Provider will establish a system of internal agency procedures through which clients may present grievances if received services are reduced, suspended, or terminated or if dissatisfied with the way services are provided.
 - 2) The provider shall post Human Rights Advocacy Committee posters and have brochures available and accessible to the clients.
7. Use of Volunteers: The Provider will make maximum use of all available community resources, including volunteers serving under the Domestic Volunteer Services Act of 1973 (P.L. 87-394), and other appropriate voluntary organizations. (The use of such services shall supplement, but shall not be in lieu of, paid employees.)
8. Standards for Services and Construction of Facilities: The Provider will ensure that the services, facilities, and buildings used to provide services under this contract meet the standards as specified in 45 CFR 1386.17, Standards for Services and Construction of Facilities. The Provider will also comply with those standards required by local fire and health authorities.
9. Accessibility: The Provider assures that buildings used in connection with the delivery of services accessed under this contract will meet standards adopted pursuant to the Act of August 12, 1968 (42 U.S.C. 4151-4157), known as the Architectural Barriers Act of 1968.
10. Auxiliary Aids for Persons with Sensory, Manual, or Speaking Impairments Department Headquarters and its contracted providers of client services will provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to participate in or benefit from Department programs and services. Auxiliary aids may include Braille and taped material, interpreters, readers, listening devices and systems, television decoders, visual fire alarms using strobe lights, captioned films, and other assistance devices for persons with impaired hearing or vision. The use of auxiliary aids will be at no cost to the client, employee, or applicant.
11. Human Rights/Abuse Reporting:
 - a. Human Rights/Abuse. The Provider assures that the human rights of all persons who are receiving services under programs assisted under this contract will be protected pursuant to Chapter 415, F.S., as it applies to client abuse.
 - b. Reporting. The Provider shall post in a readily accessible location, and visible to all clients, either procedures or a poster informing clients how they may contact the Human Rights Advocacy Committee.
12. Client Confidentiality: A signed and dated statement of understanding and agreement similar to that used by the department (Exhibit G) is required of each staff member of the provider.
13. Environmental Tobacco Smoke Clause: The provider shall comply with the Pro-Children Act of 1994, Public Law 103-227, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded health services on a routine or regular basis to children up to age 18. This law also applies to children's services provided in indoor facilities, which are constructed, operated, or maintained with such Federal funds. Failure to

comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Public Law 103-227 does not apply to children's services, which are provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

14. **Copyrights and Right to Data:** Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Department has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark, or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to section 286.021, Florida Statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.
15. **Contract Renewal:** This contract may be renewed on a yearly basis for no more than three (3) years or for a period no longer than the term of the original contract, whichever is longer. Such renewals shall be by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department, and shall be subject to the availability of funds. The amount of the contract to be negotiated at the time of renewal.
16. **Renegotiation:** The provider and the department mutually agree to renegotiate and amend this contract for services to be rendered by the provider should it become necessary due to a reduction in the amount of available State/Federal funds. The department shall be the final authority as to the amount of funds available for this contract.
17. **Public Entity Crime:** As required by section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
18. **Recoupment of Funds:** No term or condition of this contract, including the obligation to inspect goods pursuant to section 215.422 Florida Statute, shall constitute a waiver by the Department to demand funds as provided herein. The Department has the right to demand the return of payments made to the provider, and to withhold future funds due to the provider, if the Department discovers through monitoring or otherwise, that payments were disbursed for goods and services which not rendered or which were rendered contrary to the terms and conditions of this contract. When exercising this right the Department is subject to the notice requirements set forth in paragraphs I.E. "Monitoring" and I.J. "Return of Funds."
19. **Work And Gain Economic Self-Sufficiency (WAGES):** WAGES is an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. Employment of WAGES participants is a mutually beneficial goal for the provider and the State of Florida in that it provides qualified entry level employees needed by many

providers and provides substantial savings to the citizens of Florida.

20. Section 1008, Title X, of the Public Health Service Act of 1970 (P.L. 910572) prohibits the use of federal funds to pay for abortions. If the provider conducts abortion services, the provider must document measures taken to assure compliance with the separation of Title X Family Planning Services and abortion services upon execution of the contract and comply with these measures throughout the contract period.
21. Upon execution of the contract, the provider shall certify that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts at coercion into engaging in sexual activities as required in Section 211 of the federal Department of Health and Human Services Appropriations Act of 1999.

END OF TEXT

ATTACHMENT III

Sliding Fee Scale

Exhibit A

2014 Family Size	FEE GROUPS**:						
	A	B	C	D	E	F	G
1	<= \$11,670	\$11,671 \$15,170	\$15,171 \$18,671	\$18,672 \$22,172	\$22,173 \$25,673	\$25,674 \$29,175	\$29,176 +
2	<= \$15,730	\$15,731 - \$20,448	\$20,449 - \$25,167	\$25,168 - \$29,886	\$29,887 - \$34,605	\$34,606 - \$39,325	\$39,326 +
3	<= \$19,790	\$19,791 \$25,726	\$25,727 \$31,663	\$31,664 \$37,600	\$37,601 \$43,537	\$43,538 \$49,475	\$49,476 +
4	<= \$23,850	\$23,851 - \$31,004	\$31,005 - \$38,159	\$38,160 - \$45,314	\$45,315 - \$52,469	\$52,470 - \$59,625	\$59,626 +
5	<= \$27,910	\$27,911 \$36,282	\$36,283 \$44,655	\$44,656 \$53,028	\$53,029 \$61,401	\$61,402 \$69,775	\$69,776 +
6	<= \$31,970	\$31,971 - \$41,560	\$41,561 - \$51,151	\$51,152 - \$60,742	\$60,743 - \$70,333	\$70,334 - \$79,925	\$79,926 +
7	<= \$36,030	\$36,031 \$46,838	\$46,839 \$57,647	\$57,648 \$68,456	\$68,457 \$79,265	\$79,266 \$90,075	\$90,076 +
8	<= \$40,090	\$40,091 - \$52,116	\$52,117 - \$64,143	\$64,144 - \$76,170	\$76,171 - \$88,197	\$88,198 - \$100,225	\$100,226 +
9	<= \$44,150	\$44,151 \$57,394	\$57,395 \$70,639	\$70,640 \$83,884	\$83,885 \$97,129	\$97,130 \$110,375	\$110,376 +
10	<= \$48,210	\$48,211 - \$62,672	\$62,673 - \$77,135	\$77,136 - \$91,598	\$91,599 - \$106,061	\$106,062 - \$120,525	\$120,526 +
Percent Poverty	<=100%	101%-129%	130%-159%	160%-189%	190%-219%	220%-250%	251+%
Percent of Full Fee	no fee	17%	33%	50%	67%	83%	100%

* Column A is authorized and based on s.154.011, (1), (c),1, *Florida Statute (F.S.)*.

Columns B - G are authorized by s.154.011, (1), (c),7, *F.S.* and are based on Florida Administrative Code 64F-16.

** The family planning fee schedule is based on NET INCOME.

NOTES: For families with more than 10 members, add **\$4,060** for each additional member to fee group A.

Federal Poverty Guidelines may be viewed at <http://aspe.hhs.gov/poverty/>

ATTACHMENT IV

Exhibit B

Florida Department of Health – Hillsborough County
Family Planning Pharmaceutical Order Form

NOTE: PHARMACEUTICALS MAY BE SUBSTITUTED AND ITEMS SUBJECT TO CHANGE OR DISCONTINUANCE			
ORDERS MUST BE PLACED BY THE LAST DAY OF EACH MONTH - AND ONLY ONCE PER MONTH			
CLINIC NAME:			
DATE:			
Requestor:			
Date Ordered:			
PHARMACEUTICAL	QTY	PHARMACEUTICAL	QTY
ALL FLEX FITTING SET		MIRENA IUS	
ALL-FLEX DIAPHRAGM 65MM FLEXIBLE ARCHING SPRING		MULTILEX VITAMIN 100/BTL W/MINERALS	
ALL-FLEX DIAPHRAGM 70MM FLEXIBLE ARCHING SPRING		NONOXYNOL 9 JELLY (SHIPPED BY TUBE)	
ALL-FLEX DIAPHRAGM 75MM FLEXIBLE ARCHING SPRING		NORTREL 1-35 1 CYC 28 DAY	
ALL-FLEX DIAPHRAGM 80MM FLEXIBLE ARCHING SPRING		NORTREL 1-35 3 CYC 28 DAY	
AZITHROMYCIN 250 MG #4/PKG		NORTREL 1-35 6 CYC 28 DAY	
BICILLIN L-A 1.2MU PEN G BENZATHINE (PERMA PEN) 1 X 10 COLD		NuvaRing	
BREVICON 28 1 CYC (GENERIC FOR MODICON)		NYSTATIN 100,000 U/GM CR (15GM/TUBE)	
BREVICON 28 3 CYC (GENERIC FOR MODICON)		ORTHO MICRONOR 1 CYC	
BREVICON 28 6 CYC (GENERIC FOR MODICON)		ORTHO MICRONOR 3 CYC	
CEFTRIAZONE 1 GM VIAL ROCEPHIN		ORTHO MICRONOR 6 CYC	
CONDOMS (ASSOR COLOR) 1000/CS (10 DAY DELIVERY)		ORTHO TRI-CYCLEN 1 CYC 28 TABS	
CONDOMS (LUB LATX) 1000/CS (10 DAY DELIVERY WINDOW)		ORTHO TRI-CYCLEN 3 CYC 28 TABS	
DAILY-VITE TABLET MULTI VIT		ORTHO TRI-CYCLEN 6 CYC 28 TABS	
DESOGEN 28 DAY - 6 CYC		ORTHO TRI-CYCLEN LO 1 CYC 28 TABS	
DESOGEN 28 DAY RPK 1 CYC		ORTHO TRI-CYCLEN LO 3 CYC 28 TABS	
DESOGEN 28 DAY RPK 3 CHC		ORTHO TRI-CYCLEN LO 6 CYC 28 TABS	
DIAPHRAGM COIL SPRING 65 MM		ORTHONOVUM 777 1 CYC 28 DAY	
DIAPHRAGM FLEXIBLE ARCHING SPRING 85 MM		ORTHONOVUM 777 3 CYC 28 DAY	
DOXYCYCLINE 100 mg/14 tabs		ORTHONOVUM 777 6 CYC 28 DAY	
FERROUS SULF 325 MG TAB 100/BOX UD		PARAGARD T 380-A IUD 10 DAY DELIVERY WINDOW	
FOLIC ACID 0.4 MG TAB (400MCG)#100 BTL		PLAN B ONE STEP 1.5 MG/1 TAB PER PACK	
HCG CONTROLS BOX COLD		PREGNANCY TEST KIT 50/PKG (10 DAY DELIVERY WINDOW MUST ORDER MINIMUM OF 3)	
LESSINA-28 1 CYC (GENERIC FOR ALLESE)		RECLIPSEN 1 CYCLE	
LESSINA-28 3 CYC (GENERIC FOR ALLESE)		RECLIPSEN 28 DAY TABLET	
LESSINA-28 6 CYC (GENERIC FOR ALLESE)		RECLIPSEN 3 CYCLES	
Loestrin FE 1/20 (generics: Junel FE; Microg FE; and Gildess FE)		STERILE WATER 5 ML/VIAL 1 X 25 AMPULES	
LOW-OGESTREL 1 CYC (GENERIC FOR LO OVRAL)		Sulfa/Trimeth DS Tab 800 mg/160/mg (#6 tabs/vial)	
LOW-OGESTREL 3 CYC (GENERIC FOR LO OVRAL)		Terconazole 0.4% w/ apl (45gm tube)	
LOW-OGESTREL 6 CYC (GENERIC FOR LO OVRAL)		Triamcinolone acetonide 0.1% (a5 gm tube)	
MEDROXYPROGESTERONE 150 MG (25 VIALS/PK)		Trivora 28 (1 cyc)	
METRONIDAZOLE 500 MG #14		Trivora 28 (3 cyc)	
METRONIDAZOLE 500 MG TAB #4		Trivora 28 (6 cyc)	
METRONIDAZOLE VAGINAL GEL 0.75% (70 GRAM TUBE)		VAGINAL CONTRACEP FILM 1X1260	
MICONAZOLE NIT 2% CRM 45/GM/BX		VAGINAL CONTRACEP FOAM (NONOXYNOL 9) (SHIPPED BY CASE) 1 X 36 CANS	

ATTCHMENT V
EXHIBIT C



Customer Satisfaction Survey

We want to know what you think! Please take a minute to fill out this survey so we may continue to improve our services. We are committed to provide you with the best service possible and need your honest opinions – positive or negative.

Today's Date: _____					
					
Check one for each question	Very Satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very Dissatisfied
<i>Overall, how satisfied were you with the services provided today?</i>					
<i>How satisfied were you with the quality of services provided today?</i>					
<i>How satisfied were you with the time it took to be served today?</i>					
<i>How satisfied were you with the quality of the staff today?</i>					

 	
Your feedback is appreciated. If you didn't mark Very Satisfied, tell us why	

How did you hear about us?	
Family <input type="checkbox"/>	Friend <input type="checkbox"/>
Radio <input type="checkbox"/>	Television <input type="checkbox"/>
Vehicle advertisement (e.g. bus, car) <input type="checkbox"/>	Bus stop advertisement (e.g. bench) <input type="checkbox"/>
Billboard <input type="checkbox"/>	Newspaper <input type="checkbox"/>
Referred by another agency <input type="checkbox"/>	Community event/Health Fair <input type="checkbox"/>

ATTACHMENT VI
EXHIBIT D



Florida Department of Health - Hillsborough County
Family Planning Encounter Form



Last Name: _____ First: _____ Middle Initial: _____

Suffix: _____(Jr, Sr, I, II, III) DOB: ___/___/___ Age: _____ SS # _____

Stated Gender: M F Unreported Also Transgender: Yes

Marital Status: Divorced Married Separated Single Unknown Widowed

Race: American Indian Asian Indian Asian other Black/African Chinese Filipino Hawaiian Native
 Japanese Korean Pacific Islander Samoan Vietnamese White Other Unknown

Ethnicity: Hispanic Non-hispanic Unknown

Language: _____ Limited English? (Requires translator)

Residence Address: _____

ZIP: _____ City: _____ State: _____

Mailing Address: _____

ZIP: _____ City: _____ State: _____

Primary Phone: _____ Cell Home Other _____

Financial Data: This data is used for statistical and FP program eligibility purposes.

----- **Earned Income** -----

Employer(s):

Income: Frequency: weekly Bi-weekly Monthly

----- **Unearned Income** -----

Family Size: SSA: Unemployment:

Work Comp: Child Support:

----- **Income Deductions** -----

Child Support Paid: Child Care Paid:

----- **Insurance Information** -----

If patient has some kind of insurance coverage that does not pay for Family Planning Services please collect information below:

Insurance company (if any):

Policy or group numbers:

Holder DOB:

Coverage Start Date:

Policy Holder:

Holder Address:

Coverage End Date:

Provider Name: _____ Nurse Name: _____

Date of Service:

Site: _____

Put initials on line of service you provided.

Diagnosis Code: _____

Provider Visit-choose one	
_____ New Physical Eval	5500
_____ Annual Exam	5500
_____ New Problem Focused visit	6000
_____ Return Problem Focused visit	6000
_____ Postpartum Exam (within 8 wks of delivery)	5510

Nurse Visit-choose one	
_____ NURSING ASSESSMENT-Counseling/Supply	50XX
****MARK PRIMARY METHOD ***	

Primary Method Coding
X MUST CHOOSE ONE EVERY VISIT:

_____ 3-MONTH INJECTABLE	5015
_____ ABSTINENCE	5077
_____ CONDOMS ALONE	5019
_____ DIAPHRAGM	5003
_____ FEMALE CONDOM	5076
_____ FEMALE STERILIZATION	5071
_____ HORMONAL IMPLANT	5011
_____ HORMONAL PATCH	5074
_____ IUD/IUS	5002
_____ MALE STERILIZATION	5072
_____ NATURAL FAMILY PLANNING	5005
_____ NO METHOD	5009
_____ OTHER	5012
_____ PILLS	5001
_____ RELY ON FEMALE METHOD(S)	5078
_____ SPERMICIDAL FOAM	5017
_____ SPERMICIDE/CONDOMS	5004
_____ SPONGE	5008
_____ VAGINAL CONTRACEPTIVE FILM	5018
_____ VAGINAL RING	5075

Other Procedure Codes - Mark all that apply	
_____ Physical Activity Assmt/Couns EVERY Physical	4700
_____ Colpo/Biopsy/Curettage/Cryocautery	6000
_____ Nutrition Assessment/Counseling	4500
_____ Pregnancy Test (mark if done as part of visit)	0590
_____ Result: Pos: Planned Pregnancy	5041
_____ Pos: Unplanned Pregnancy	5046
_____ Domestic Violence Referral (Screen Positive)	8024
_____ Abnormal Breast Exam REFERRAL REQUIRED	9101
_____ Sterilization Consent signed	5006
_____ Infertility Services	5007
_____ Hormonal Implant Removal	5020
_____ Emergency Contraception given	5029

Pap Coding	
_____ PAP SMEAR (mark if not done with Annual)	0593
_____ PAP SMEAR RECHECK (after abn pap)	0793
<u>Abnormal Pap Results:</u>	
_____ Ab Pap ASC	9302
_____ Ab Pap HSIL	Pap collection date: 9303
_____ Ab Pap - Other	____/____/____ 9304

HIV Testing	
_____ Pre-HIV Counseling	8030
_____ Post-HIV Counseling	8035
_____ HIV Screening (Blood Test)	0581

Substance Use	
<u>Tobacco Use</u>	
_____ Smoke Chew 2nd-hand Other____	6620
<u>Alcohol Use</u>	
_____ Beer Liquor Wine Other____	6621
<u>Other Non-prescription Drug use</u>	
_____ Marajuana Cocain* Opiates* Meth	6622
*Type _____	
Other _____	

ATTACHMENT VII
EXHIBIT E

Invoice

Vendor Name: _____

Vendor Address: _____

Required Attachments:

- Session Report

Month/Year for Which Payment is Being Requested: _____

_____ X \$_____ = _____
of Sessions Amount Requested for Services

Total Amount Invoiced: \$_____

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

Signature of Provider/Agency

Date

Title of Signing Authority

According to Contract HB___ Deliverable ___
The monthly invoice shall not be processed until the requested information from Deliverable___ is received.

FOR FDOH-HC Use Only:

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

Date of receipt of invoice: _____

Date services were received: _____

Date services were inspected & approved: _____

Contract Manager's Signature

Contract Manager's Supervisor's Signature

ATTACHMENT VIII
EXHIBIT F



CLINIC PHARMACEUTICAL INVENTORY LOG

Clinic _____ Medication/Strength _____

Page _____

Date Iss'd Rec'd	Client Label/Name/Comments	# Issued Rec	Lot # Exp Date	Iss'd By Rec'd	Balance Remaining



ATTACHMENT IX

EXHIBIT G

Acceptable Use and Confidentiality Agreement

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

Security and Confidentiality Supportive Data

W S

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

Position Related Security and Confidentiality Responsibilities

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

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

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

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

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

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

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

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

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

Form with two columns of checkboxes and lines for listing confidential information.

Penalties for Non Compliance

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

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

DOH Worker's Signature

Date

Supervisor or Designee Signature

ATTACHMENT IX (Continued)

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

The member of the workforce has access to computer related media

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

Understanding of Computer Related Crimes act, if applicable.

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

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

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

The minimum information resource management requirements are:

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

_____	_____	/HIPAA/INFO SEC. OFFICER
DOH Worker's Signature	Date	Supervisor or Designee Signature

_____	_____	Robert Pullen //HIPAA/Info Security Trainer
Print Name	Date	Print Name

W=Worker S=Supervisor

DH 1120, revised July 20, 2007

ATTACHMENT X
Exhibit I

GENERIC CONTRACEPTIVE CONSENT FORM

I have asked for and been given information about birth control methods. I have been given information on the birth control method I want to use. I was told that using this birth control method is up to me. The benefits and side effects of the birth control method I want to use have been explained to me and I have been given a copy of this information. I was told that I may stop the birth control method at any time. I understand that no method works 100% of the time to keep you from getting pregnant. I understand that the only 100% way to keep from getting pregnant is to not have sex.

I have read a copy of this consent form. I had a chance to ask questions about my birth control method and talk about any problems or risks I may have with the method I want to use. All of my questions have been answered. I understand that future studies may find problems or risks that no one knows about now.

Complete below for each time there is change of information for current method or for a change of method.

<u>Method Type*</u>	<u>Signatures</u>	<u>Date</u>
<u>1.</u> <u>(Type of method)</u>	<u>(Client)</u> <u>(Witness)</u> <u>(Interpreter)</u>	
<u>2.</u> <u>(Type of method)</u>	<u>(Client)</u> <u>(Witness)</u> <u>(Interpreter)</u>	
<u>3.</u> <u>(Type of method)</u>	<u>(Client)</u> <u>(Witness)</u> <u>(Interpreter)</u>	

*Examples of prescriptive contraception types: combined pill, patch or ring; progestin-only pill, injection (the shot), intrauterine system (IUS), or implant; copper intrauterine device (IUD); and diaphragm or cervical cap.

Name _____

ID # _____

DOB _____

ATTACHMENT XI FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: REPORT SUBMISSION

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

A. The Department of Health as follows:

SingleAudits@flhealth.gov

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

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

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

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

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

SingleAudits@flhealth.gov

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

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

A. The Department of Health as follows:

: SingleAudits@flhealth.gov

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

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

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

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

PART IV: RECORD RETENTION

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

End of Text

EXHIBIT – 1

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

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

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

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

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

Matching and Maintenance of Effort *

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

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

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

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

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

END OF TEXT

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

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

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

END OF TEXT

ATTACHMENT XII

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

signature

date

name of authorized individual

Application or Contract Number

name of organization

address of organization

ATTACHMENT XIII

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

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

INSTRUCTIONS

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

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.
- (3) By initialing, Contract Manager confirms that prospective provider has not been listed in the [System for Award Management \(SAM\)](#) database _____ Verification Date _____

Signature

Date

Name _____ Title _____

ATTACHMENT XIV

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

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

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 NA YES NO

or disability? If NA or NO, explain.

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

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
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>
	Date Response Due
	Date Response Received

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

- 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.
- 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.)
- Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

END OF TEXT

CFDA No.
CSFA No.

ATTACHMENT XV
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
 Multi-County

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

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

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

C. To the Following Governing Law

1. State of Florida Law

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

2. Federal Law

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

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

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

D. Audits, Records, and Records Retention

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
- 5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
 Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
 To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E. Monitoring by the Department

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

F. Indemnification

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

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

J. Return of Funds

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

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

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

2. Procurement of Materials with Recycled Content

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

3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee

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

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

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

V. Electronic Fund Transfer

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

W. Information Security

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

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

C. Renegotiation or Modification

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

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

08/13

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____