



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

**REQUEST FOR APPLICATIONS**

**Dental School Based Sealant and Fluoride Program  
Fiscal Year 2014-2015**

**Application Deadline:**

**Date Application is due: March 28, 2014**

RFA #14-004

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

Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number(s) (including area code): \_\_\_\_\_

Fax Number(s) (including area code): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature in blue ink: \_\_\_\_\_

Printed Name of Authorized Signature (above): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## TIMELINE FOR RFA

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

SCHEDULE	DUE DATE	LOCATION
Request for Applications Released	March 17, 2014	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Submission of Written Questions (Questions may be faxed or e-mailed)	March 20, 2014 by 4:00 PM EST	Submit to: Hillsborough County Health Department Sophia Hector, Contract Manager 3402 North 26 <sup>th</sup> Street Tampa, FL 33605 Sophia.Hector@flhealth.gov Fax: 813-272-7238
Responses to Questions Posted	March 21, 2014	Posted electronically: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Sealed Project Applications Due to Department and Opened (NO faxed or e-mailed copies of applications will be accepted)	March 28, 2014	For U.S. Mail: Hillsborough County Health Department Lori Matthews 1105 E. Kennedy Blvd., Room 316 Tampa, FL 33602
Anticipated Evaluation of Applications	April 1, 2014	Evaluation Team
Anticipated Posting of Grant Opportunity Award	April 7, 2014	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>

## SECTION 1.0 - INTRODUCTION

### **1.1 Program Authority**

The Department of Health is responsible by legislative mandate (Section 381.0052, Florida Statutes) to implement a comprehensive dental program and make services available to all persons who desire services. Dental health plays a key role in the prevention of tooth decay. Preventing tooth decay improves teeth and reduces the incidence of tooth decay. An important goal of the Dental Program is to improve the health of Florida's children by reducing tooth decay and promoting good oral hygiene 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 Dental services under the authority of the Department of Health authorized by Title X of the Public Health Service Act, 42 U.S.C. 300.

#### A. School Based Sealant Program

1. Develop and implement systems that will enable Hillsborough County Public Schools to serve as the entry point for preventative dental care.
2. Provide screenings, fluoride varnish and sealants to second grade students at selected schools in Hillsborough County.
3. Increase knowledge about early preventative care by providing oral health education on campus to second grade students, especially as it relates to sealants, fluoride varnish and regular dental visits.
4. Identify urgent care needs and refer children to a dental home for immediate restorative care at low-cost or no-cost.

### **1.4 Available Funding**

The **total** amount available to the provider(s) will be \$90,000.00 for a period of time from July 1, 2014 through June 30, 2015. The number of contract awards will depend upon the amount of funds available and the number of and quality of the applications received. In order to assure the state will be able to fulfill current and future needs, the department reserves the right to award contracts to multiple applicants and to reallocate funds to established priority areas and populations. Subject to future availability of funds, the department reserves the right to renew or continue any contracts resulting from this Request for Applications (RFA). The applicants will

be funded by contract and should expect the department to be substantially involved with how the activities are carried out and reported, much like a cooperative agreement.

## **SECTION 2.0 - PROGRAM OVERVIEW**

### **2.1 Background**

The Department of Health 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. Funding for the Dental School Based Sealant and Fluoride Program seeks to bring together service organizations to reduce oral health disparities in the community. Consistent with State health improvement objectives it also seeks to increase access to preventative, restorative and emergency oral health care for children at high risk.

### **2.2 Priority Areas**

This program will target dental health preventive services for Title I Hillsborough County Public Schools. It will focus on at risk population:

- Second grade students

### **2.3 Program Expectations**

The successful applicant will be able to provide mobile oral health services and urgent restorative care to target populations residing in Hillsborough County. Grantees will be able to:

- Identify and remove barriers that keep underserved children and families from accessing dental care by providing dental health charting, dental health education, fluoride varnishes, dental sealants and referrals to dental homes.
- Provide preventive dental health services for at risk children residing in low income Hillsborough County communities.
- Identify children with urgent dental needs and refer to low-cost or no-cost dental care dental clinics for immediate care.
- Improve oral health knowledge or caregivers to prevent early childhood caries.
- Improve the dental health literacy of children and families by facilitating educational programs while providing preventative dental services.
- Improve the dental health of underserved children by placing dental sealants on primary and permanent teeth of children identified at moderate to high risk of caries.
- Age appropriate oral health education for elementary school children on oral health and disease will be offered onsite.
- Dental charting and participation records will be maintained and shared with DOH-Hillsborough to track reach and successes of program among target populations.
- The dental provider will ensure that all staff is licensed to participate in State of Florida and demonstrate knowledge in preventive dental services as they relate to pediatric preventive dental care and education of caregivers of pediatric clients.
- The dental provider shall ensure that dental preventive services are not duplicated by following these guidelines:
  - o Dental provider will determine if the potential client has an established dental home/dentist. If so, educate, chart and refer back to their dental home.
  - o Apply fluoride varnish applications as recommended four (4) times a year at 90 day intervals for children at moderate to high risk for caries.
- Services provided by this grant are limited to Hillsborough County residents.

## **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 Dental School Based Sealant and Fluoride Program 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**

1. Provide mobile preventative dental services that facilitate the improvement of oral health and strive to eliminate health disparities as outlined in sections 2.2 and 2.3.
2. Deliver reports, including dental charts where applicable, for all individuals who accessed services as a result of the program to DOH-Hillsborough in a timely manner.
3. Deliver invoices to DOH-Hillsborough at the beginning of each month. Invoices should include dates and locations where services have been offered in addition to itemized list of services provided to each participant.
4. NOTE: Where the resulting contract requires the delivery of reports to the department, mere receipt by the department shall not be constructed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate or unacceptable according to the parameters set forth in the resulting contract. The department, at its option may, after having given the provider a reasonable opportunity to complete the report or to make the report adequate or acceptable, declare the contract to be in default.

## **SECTION 3.0 – TERMS AND CONDITIONS OF SUPPORT**

### **3.1 Eligible Applicants**

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

### **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

### **3.5 Period of Support**

The initial term of the contract(s) resulting from this Request for Applications award will be for a total of \$90,000.00 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/](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 identifying major sections of the application, including page numbers.

### **5.3 Project Abstract/Summary – One Page Limit**

The Project Abstract shall be used to briefly describe the proposed project. This section should identify the main purpose of the project, the focal population to be served, types of services offered, the area to be served, expected 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 2.6 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 2.6 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 2.6 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 Dental Services Attachment which is Attachment II to this RFA. Work Plan shall include:

- Name of Service Category: Dental services
- Estimated total number of Dental 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 Dental 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 Federal Poverty Level 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 2.6 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 2.6 of the RFA.
2. Describe identify who, including their qualifications, will be evaluating the project activities in Section 2.6 of the RFA.
3. Describe how the success of the activities in Section 2.6 of the RFA will be measured.
4. Describe how the impact of the activities in Section 2.6 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 2.6 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 2.6 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 APPLICATONS**

### **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 dental services provided in Hillsborough County.

### **7.4 Award Criteria**

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

### **7.5 Funding**

The Florida Department of Health 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](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 Dental School Based Sealant and Fluoride Program 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 Dental School Based Sealant and Fluoride Program Attachment in 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 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](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](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors). Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

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

**END OF TEXT**

## ATTACHMENT I – EVALUATION CRITERIA

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

### SCORING CRITERIA

#### *Section 1 – Understanding of Need and Purpose*

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent demonstrate to having an understanding of dental health disparities affecting the community?	20	
Total Points for Section 1	20	

#### *Section 2 – Scope of Service*

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent explain the objectives of this purposed program/project and how do the objectives address the dental health disparity needs of the targeted population?	20	
How effectively does the respondent explain the approach that will be used for services provided?	20	
Total Points for Section 2	40	

#### *Section 3 – Respondent Capability*

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent demonstrate past success in dental health programs in their organization?	10	
How effectively does the respondent demonstrate their organization’s ability to manage and complete the proposed task?	10	
Total Points for Section 3	20	

#### *Section 4 – Cost*

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent provide an appropriate and reasonable budget for the activities proposed?	20	
Total Points for Section 4	20	

## ATTACHMENT II

### A. Services to be Provided - General Description.

#### 1. Definition of Terms

- a. Fluoride varnish – Fluoride varnish is a concentrated topical fluoride usually containing 5% sodium fluoride (NaF) in a resin or synthetic base. Varnish when brushed onto the teeth, provides a highly concentrated dose of fluoride and maintains prolonged contact to inhibit caries.
- b. Dental Sealants - Dental sealants are thin plastic coatings that are applied to the grooves on the chewing surfaces of the back teeth to protect them from tooth decay. Most tooth decay in children and teens occurs on these surfaces. Sealants protect the chewing surfaces from tooth decay by keeping germs and food particles out of these grooves.
- c. DOH – Florida Department of Health-Hillsborough County
- d. SBHC – The School Board of Hillsborough County
- e. Urgent - Children identified by signs or symptoms that include pain, infection or swelling.
- f. Warm Referral - An introduction by phone call, where a provider representative making the referral makes first contact on behalf of the client/child, and explains to the parent/guardian the reason they believe the client would benefit from the referral into the dental clinic. A warm referral would be initiated the same day for children identified as needing "urgent" care follow up. Follow up urgent dental care shall be scheduled within a 24 to 48 hour window.

#### 2. General Description

- a. General Statement - The School Based Sealant and Fluoride Program is funded by the HCHD to improve the oral health of second graders in Hillsborough County Schools that have a high enrollment of students that qualify for free or reduced school lunches.
- b. Authority - Florida Statutes: Chapter 154.01 and 381.052.
- c. Scope of Services – Services will be provided to second grade students enrolled in schools identified by the SBHC as having a high number of students eligible for the free or reduced school lunch program. Services include basic oral health screening, oral health education and placement of dental sealants and/or fluoride varnish to improve the student’s oral health. Also, referrals will be given to students with urgent oral health problems, as defined in A.1.e of the contract.
- d. Major Program Goals  
The goal of the program is to prevent tooth loss and decay through increased knowledge, preventive services, improved behavior and referrals into a health home.

#### 3. Clients to be Served

- a. General Description  
Second grade children who attend public school in Hillsborough County who return signed parental consent forms Attachment IV, will be served under this contract.
- b. Client Eligibility and Client Determination  
Second grade students who attend schools with high enrollments of children in the free and reduced lunch program, as identified by the SBHC shall be eligible for the program. Services are dependent upon receipt of a signed consent form Attachment IV, prior to any service being rendered under this contract.
- c. Contract Limits  
The Department is limited by contract funding for dental services. These services will be provided to Hillsborough County residents only. It is the Provider’s responsibility to make sure that dental services provided are limited by the terms of this contract. It is the primary responsibility of the Providers to assure that children are eligible for dental services.

## B. Manner of Service Provision

Oral health screenings will be done by a licensed dentist. Based on the outcome of the screening, the children will receive dental sealants and/or fluoride varnish. Children with urgent needs shall receive a warm referral for follow up care at one of the Provider's Dental Clinic locations for treatment of the urgent problem. No urgent care will be performed during the screening events.

### 1. Service Tasks

- a. Provide oral health education to targeted students, teachers, and school staff to familiarize them with the process of dental screening, fluoride varnish, and sealants prior to the event.
- b. Licensed dental professionals will provide confidential oral screenings and preventive dental services.
- c. Oral health screening and prevention services will follow these procedures:
  - 1) Participating children will be screened by a licensed dentist who will indicate: assessment of oral health status, treatment plan for dental sealant placement, implementation of prevention services and indication of need for continued care.
  - 2) Dental Sealants will be placed on children whose oral health condition permits. All students who are screened will receive fluoride varnish.
  - 3) The results of individual oral health screenings are confidential and will only be released at the end of each day, folded and sealed to the classroom teacher to distribute to the students' parent or authorized caregiver by utilizing the attached form Attachment V (Exhibit B).
  - 4) Aggregate data from the screenings will be compiled and evaluated by the DOH. Aggregate data will be available to assist district administration, educators, community leaders, policy makers and other responsible parties in their efforts to address the prevalence of oral disease and the control of oral disease among Hillsborough County children.
  - 5) For quality assurance purposes, evaluation will be done on a random sampling of 20% of children who received dental sealants under this agreement. The Provider shall return to each site approximately one year from the initial date to evaluate for sealant retention and reapply sealant if integrity of sealant is lost.
  - 6) The Provider will provide a dental referral for all clients for follow up comprehensive dental examination services. The dental referral will encourage the establishment of a dental home. Hillsborough County Dental Resource Guide and/or brochure of dental provider will be included with written referral. A copy of each of the referral forms Attachment V will be included with the monthly invoice.
- d. Task Limits:
  - 1) There will be no follow up care paid for under this contract that is not associated with the urgent care referral from the School Based Sealant Program.

### 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 regulations.
- b. Staff Credentials - . All professional staff members are required to have valid Florida licenses in their specialty.
- c. The assessment of the oral health status must be done by a licensed dentist.
- d. Prior to working on school property all staff shall receive a Level 2 Background screening. The screening will be done through the SBHC's approved vendor. All costs incurred for background screening of Provider staff will be the responsibility of the Provider.

### 3. Service Location and Equipment

- a. Service Delivery Location - Outreach services will be provided at various schools as identified by the SBHC.
  - 1) Service Times - Services will be provided at days and times as coordinated with the appropriate school principals and the Provider. The schedule will be coordinated by the DOH.
  - b. Equipment  
The Provider is responsible for the purchase and maintenance of any and all equipment necessary to provide services under this contract.
4. Deliverables
- a. Service Unit is a unit of service as listed on Attachment V of this contract.
  - b. Reports.  
Provision of Services Report: In addition to the monthly invoice Attachment III, a report shall be submitted which summarizes the date and number of services provided in accord with the service units described in Paragraph 4.a. of this contract. This report shall include a list of services provided by patient name and date of birth.
  - c. Records and Documentation
    - 1) The Provider shall maintain records documenting the total number of recipients and the recipients to whom services were provided. In addition the date(s) on which services were provided will be submitted so that an audit trail documenting services will be available.
    - 2) The Provider shall assure that all records pertaining to activities funded by this contract shall be subject to inspection or review by State or other personnel duly authorized by the Department.
    - 3) A copy of the School Nurse Report Attachment V page two, provided in NCR triplicate, will be completed and released to the School Nurse or Assistant Principal at the end of each day(s). A copy of the School Nurse Report will be retained by the Provider to assist clients with warm referrals into the Provider's clinic for children identified with urgent needs. A copy of the completed School Nurse Report will be sent to the DOH designee.
    - 4) The Provider will submit a copy of the Dental Referral Form, Attachment V for every patient seen under this program, to the Contract Manager, or Department designee, within 3 days following each individual school screening event.
5. Performance Specifications
- a. Outcomes and Outputs
    - 1) The primary benefit will be improved oral health care for second graders in Hillsborough County who are at risk for receiving no or little dental health care. This will be accomplished through education, dental screenings, sealants, varnishes and referrals for the patients.
    - 2) 100% of all patients seen will be evaluated for oral hygiene needs and either referred back to their dental home or, if they do not have one, they will be given the Hillsborough County Dental Resource Guide and the Provider's service/location brochure.
  - b. Monitoring and Evaluation Methodology
    - 1) Monitoring shall be conducted through direct contact with the provider either by phone, in writing or on-site reviews. The department shall review and evaluate the provider's performance under the terms of this contract. The department's determination of acceptable performance shall be conclusive.
    - 2) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the terms, deliverables, and conditions set forth above. If the provider fails to meet these terms, deliverables and conditions, the department, at its exclusive option, may allow up to three 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 deemed significant by the department. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

6. Provider Responsibilities
  - a. Provider-Unique Activities.

The provider is solely responsible for the purchase and delivery of the equipment, instruments, materials, and supplies for establishment of this project with the exception of the varnish and sealant materials which will be provided by the Department. The provider is solely responsible for all staff which includes the hiring and management of staff salaries, expenses, travel, and any other related items. The provider is solely responsible for the delivery of dental services. By execution of this contract, the provider agrees to all terms and conditions herein, and is solely responsible for conducting all identified services, activities and deliverables specified for the funding period of this contract.
7. Department Responsibilities
  - a. Department Obligations

Upon request, and to the extent that resources allow, the department will provide technical assistance and programmatic information and support to the provider.
  - b. Department Determinations

The department reserves the right to make any and all determinations exclusively which it deems necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by the department either directly or through any one of its contracted providers.
- C. Method of Payment
  1. Fixed Price-Unit Cost
    - a. This is a fixed price-unit cost contract. The department shall pay the provider, upon satisfactory completion of services provided to clients and not otherwise paid or payable from Medicaid, insurance or other payment sources, per applicable service performed pursuant to the terms of this contract.
    - b. The Department shall pay only for screening, sealant, fluoride application and urgent care services.
  2. Invoice Requirements
    - a. The dental providers shall request payment on a monthly basis through submission on a properly completed invoice Attachment III within 30 days following the end of each month. Charges on the invoice must be accompanied by supporting documentation with sufficient detail to provide for a proper pre and post-audit. Final invoice of the contract is due no later than July 30, 2015.
    - b. All deliverables for the month must be received, accepted, and approved by the contract manager prior to payment. Payment may be authorized only for allowable expenditures on the invoice.
  3. Supporting Documentation
    - a. Supporting documentation for invoices shall be submitted to the contract manager as well as be maintained in the provider's administrative files.
    - b. Professional Services. The invoice must include a description of dental services rendered by patient name and birth date. The Department of Financial Services reserves the right to require further documentation on an as-needed basis.
- D. Special Provisions.
  1. 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 in part in any manner.

2. Contract Renewal

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the term of the original contract whichever is longer. Such renewals shall be in writing, made by mutual agreement, and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department and shall be subject to the availability of funds.

3. Dental Practice Act

The provider is fully responsible for assuring that all services provided under this contract are in compliance with the Florida Statutes Title XXXII Chapter 466, the Dental Practice Act.

4. Financial Consequences

The Provider shall only be paid for services provided in accordance with this contract. Additionally, the Department may reduce the contracted amount up to 5% per month should the Provider continually not meet reporting deadlines for all reports, including copies of referrals, as required in this contract.

5. Client Confidentiality

A signed and dated statement of understanding and agreement similar to that used by the department Attachment VI is required to be on file with the provider for each staff member of the provider.

END OF TEXT

**ATTACHMENT III**

CONTRACT # \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Required Attachments:

- o Report of number of services by type of service, including patient names and birth dates.

Month and Year for Which Payment is Being Requested: \_\_\_\_\_

Total Amount Invoiced: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Provider/Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signing Authority

**FOR DOH-Hillsborough Use Only:**

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

Date of receipt of invoice: \_\_\_\_\_

Date services were received: \_\_\_\_\_

Date services were inspected & approved: \_\_\_\_\_

\_\_\_\_\_  
Contract Manager's Signature

\_\_\_\_\_  
Contract Manager's Supervisor's Signature

Attachment IV  
Exhibit A



Dental Sealants at School

Dear Parent,

Your child can get **free** dental sealants at school. This program is for 2<sup>nd</sup> graders with a potential follow up in 3<sup>rd</sup> grade. This program helps stop tooth decay. A dentist will examine your child's teeth. No x-rays will be taken. The dentist will decide which back teeth need to be sealed. Those teeth will be coated with a plastic sealant. Sealants seal out food and bacteria which cause decay. Sealants are safe, painless, and simple to apply and stops cavities! Please fill out this form **today**. Your child must return this form to his/her teacher.

PLEASE CHECK EITHER YES OR NO

**Yes**, I want my child to receive **SEALANTS**. (Please fill in the entire form, sign below and return form).

**No**, I do not want my child to receive **SEALANTS**. (Please fill in name, sign below and return form).

Child's Name: \_\_\_\_\_ Sex:  M  F  
First name Middle initial Last name

Address: \_\_\_\_\_  
Street City State Zip Code

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security # \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month/Day/Year

Race/Ethnicity: \_\_\_\_ White \_\_\_\_ Black/African American \_\_\_\_ Hispanic/Latino \_\_\_\_ Asian  
\_\_\_\_ American Indian/Alaskan Native \_\_\_\_ Native Hawaiian/Pacific Islander \_\_\_\_ Other

Parent/Guardian Name: \_\_\_\_\_

Home or Mobile phone: \_\_\_\_\_ School Name: \_\_\_\_\_

Does your child receive Medicaid? **Yes No** Child's Medicaid number \_\_\_\_\_

Does your child have other dental insurance? **Yes No** If yes, please list \_\_\_\_\_

1. Is your child under the care of a doctor? **Yes No**  
If yes, for what reason \_\_\_\_\_
2. Is your child taking any medication/drugs? **Yes No**  
If yes, what medicine is being taken? \_\_\_\_\_
3. Does your child have asthma? **Yes No**
4. Does your child have any serious illnesses? **Yes No**  
If yes, please explain \_\_\_\_\_
5. Do you have a family dentist? **Yes No**  
Dentist's name \_\_\_\_\_

I, authorize \_\_\_\_\_, Inc. or \_\_\_\_\_, Inc., to provide dental care to my child at school or at the facility or place where the child is located. This dental care may include: dental exams, sealants, and fluoride. Your child may be chosen to be reevaluated in 3<sup>rd</sup> grade for sealant retention and sealant(s) may be reapplied at the follow-up visit in 3<sup>rd</sup> grade On behalf of myself and/or the patient, I authorize the dental providers to receive payment from any insurance or other third party payer that covers the services provided to this patient. Services will be provided to all children at no cost to the parent. These services are not a substitute for a comprehensive dental examination. Please have your child get a regular dental check up.

Signature of parent or guardian to verify the above information and receipt of the Notice of Privacy Practices on back of form.

\_\_\_\_\_  
DATE: \_\_\_\_\_

**Attachment V**  
Exhibit B



**Hillsborough County School District Sealant Program  
Screening Form**

**Date:** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_

**D.O.B.:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Dental Provider:** \_\_\_\_\_

***"Make Your Smile Count" Oral Health Screening Form/School Children***

<b>Screen Date:</b> / /	<b>Location:</b>	<b>Screener's Initials:</b>
<b>Gender:</b> 1=Male 2=Female	<b>Grade:</b>	<b>Age:</b>
<b>Race/Ethnicity:</b> 1=White 2=Black/African American 3=Hispanic/Latino 4=Asian		5=American Indian/Alaska Native 6=Native Hawaiian/Pacific Islander 7=Multi-racial 8=Unknown
<b>Untreated Cavities:</b> 0=No untreated decay 1=Untreated decay	<b>Treated Decay:</b> 0=No treated decay 1=Treated decay	
<b>Sealants on Permanent Molars:</b> 0=No Sealants 1=Sealants	<b>Treatment Urgency:</b> 0=No obvious problem 1=Early dental care 2=Urgent Care	

Dear Parent,

As you requested, your child has received dental sealants at his/her school. Sealants were placed on tooth numbers \_\_\_\_\_ to prevent cavities from forming.

\_\_\_\_\_ SEALANTS WERE NOT PLACED because your child:

\_\_\_\_\_ was absent \_\_\_\_\_ had no teeth that needed sealants at this time \_\_\_\_\_ was unable to tolerate the procedure

When the dentist checked your child for sealants, he/she felt that your child had the following need for dental treatment:

\_\_\_\_\_ Need for immediate dental treatment due to a toothache or infection. Please take your child to a dentist right away.

\_\_\_\_\_ Need for early dental treatment due to obvious cavities. Please take your child to a dentist as soon as possible within the next few weeks.

\_\_\_\_\_ No obvious need for dental treatment at this time. Your child should, however, visit a dentist at least once a year for a more complete examination including x-rays, if necessary.

Please tell your dentist that your child has had dental sealants applied to his/her teeth. This sealant program does not take the place of regular dental visits. Please have your child get regular dental check-ups.

**Provider Signature:** \_\_\_\_\_ License number \_\_\_\_\_ Date: \_\_\_\_\_





# ATTACHMENT VI

## Acceptable Use and Confidentiality Agreement

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

### Security and Confidentiality Supportive Data

W S

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

### Position Related Security and Confidentiality Responsibilities

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

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

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

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

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

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

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

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

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

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

### Penalties for Non Compliance

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

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

\_\_\_\_\_  
DOH Worker's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor or Designee Signature



## **ATTACHMENT VII 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](mailto: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 10<sup>th</sup> 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](mailto: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](mailto: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](mailto:SingleAudits@flhealth.gov) or by telephone to the Single Audit Review Section at (850) 245-4185.

END OF TEXT

# Single Audit Data Collection Form

## GENERAL INFORMATION

**1. Fiscal period ending date for the Single Audit.**

Month	Day	Year
/	/	

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

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

b. Are multiple EINs covered in this report  Yes  No

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

**3. ADDITIONAL ENTITIES COVERED IN THIS REPORT**

Employer Identification #

Name of Entity

		--							

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**4. AUDITEE INFORMATION**

a. Auditee name:

b. Auditee address (number and street)

City

State

Zip Code

c. Auditee contact

Name:

Title:

d. Auditee contact telephone

( ) -

e. Auditee contact FAX

( ) -

f. Auditee contact E-mail

**5. PRIMARY AUDITOR INFORMATION**

a. Primary auditor name:

b. Primary auditor address (number and street)

City

State

Zip Code

c. Primary auditor contact

Name:

Title:

d. Primary auditor contact telephone

( ) -

e. Primary auditor E-mail

( ) -

f. Audit Firm License Number

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

**AUDITEE CERTIFICATION**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Audit Received From Auditor: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Certifying Official: \_\_\_\_\_  
(Please print clearly)

Title of Certifying Official: \_\_\_\_\_  
(Please print clearly)

Signature of Certifying Official: \_\_\_\_\_

**ATTACHMENT VIII**

**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 IX**

**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.

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**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 X

### 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:

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2. POPULATION OF AREA SERVED. Source of data:

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

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

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

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

Part II. Use a separate sheet of paper for any explanations requiring more space.

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

NA YES NO

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

NA YES NO

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

NA YES NO

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

NA YES NO

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

NA YES NO

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

NA YES NO

PART II.

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

NA YES NO

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

NA YES NO

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

NA YES NO

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

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

YES NO

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

YES NO

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

YES NO

18. Do recruitment and notification materials advise applicants, employees and 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.

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

YES NO

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DOH USE ONLY		
Reviewed By		In Compliance: YES <input type="checkbox"/> NO <input type="checkbox"/>
Program Office		Date Notice of Corrective Action Sent
Date	Telephone	Date Response Due
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Date Response Received

**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

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

may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.

13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

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

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

END OF TEXT

CFDA No.  
CSFA No.

**ATTACHMENT XI**  
**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](http://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:** \_\_\_\_\_