

**SEXUAL VIOLENCE PREVENTION PROGRAM
REQUEST FOR APPLICATIONS (RFA)
RFA #: 15-005**

APPLICATION GUIDELINES

FY 2015-2016

**Issued by:
Florida Department of Health
Division of Community Health Promotion
Bureau of Family Health Services**

Application Deadline:

August 24, 2015

This grant opportunity is not subject to 120.57 (3). Florida Statutes

Disclaimer – NOTE: The receipt of applications in response to this grant opportunity does not imply nor guarantee that any one or all qualified applicants will be awarded a grant from the Florida Department of Health.

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Note: Information in boxes is to remind and assist applicants with critical components contained in specific sections of the application

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LIST OF PROVIDED ATTACHMENTS:

Attachment I	Cover Page - required
Attachment IIA	School Strategy Implementation Plan - required
	OR
Attachment IIB	Community Strategy Implementation Plan - required
Attachment III	Budget - required
Attachment IV	Civil Rights Checklist - required
Attachment V	Certification Regarding Lobbying – required
Attachment VI	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - required
Attachment VII	Florida Department of Health Standard Contract – not required with submittal of application
Attachment VIII	Financial and Compliance Audit and Instructions - not required with submittal of application
Attachment IX	Glossary of Terms - not required with submittal of application

TIMELINE

Schedule	Due Date	Information
RFA Released and Advertised (anticipated date)	July 31, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Submission of Written Questions	August 7, 2015	All questions must be submitted electronically to: Lorraine.Elder@flhealth.gov
Answers To Questions Posted (anticipated date)	August 14, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Applications Due (No faxed or e-mailed copies of applications accepted)	August 24, 2015	<u>U.S. Mail:</u> Florida Department of Health Sexual Violence Prevention Program Attention: Lorraine Elder 4052 Bald Cypress Way, Bin A-13 Tallahassee, FL 32399-1721 <u>For Overnight or Hand Delivery (Physical Address):</u> Florida Department of Health Sexual Violence Prevention Program Attention: Lorraine Elder 2585 Merchants Row Blvd., Suite 320L Tallahassee, FL 32399-1721
Anticipated Evaluation of Grant Applications	August 28, 2015	Evaluation of Grant Applications
Anticipated Posting of Intent to Award	August 28, 2015	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Grant Start Date (s)	October 1, 2015 or February 1, 2016	Round One Or Round Two

It is the applicants' responsibility to regularly check the Vendor Bid System.

Section 1.0 INTRODUCTION

1.1 Program Authority

The Florida Department of Health (Department), Sexual Violence Prevention Program (SVPP), is authorized to allocate and administer funds for sexual violence prevention by the Centers for Disease Control and Prevention (CDC), Preventive Health and Health Services Block Grant and the Rape Prevention and Education Cooperative Agreement pursuant to Section 381.0018, Florida Statutes.

This project is funded in part by the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, Preventive Health & Health Services Block Grant, Catalog of Federal Domestic Assistance (CFDA), 93.991, Public Health Service Act, as amended; Omnibus Budget Reconciliation Act of 1981, Title XIX, Section 1905, Public Law 97-35, as amended; Preventive Health Amendments of 1984, Public Law 98-555; Health Omnibus Programs Extension Act of 1988, Public Law 100-607; Preventive Health Amendments of 1992, Public Law 102-531, section 1904(a) (1) (D).

This project is also funded in part by the Centers for Disease Control and Prevention (CDC), National Center for Injury Prevention and Control, CFDA #93.136, pursuant to the authority of 42 U.S.C. 241,243, 247b-4; Public Laws 99-500 and 99-501; Department of Health and Human Services Appropriation Act of 1987, Section 601; Economy Act, Public Law 99-190, as amended, 31 U.S.C. 1533 and 1536; Public Health Service Act, Sections 301 and 394, as amended, 42 U.S.C. 241.

1.2 Notice and Disclaimer

Grant awards will be determined by the Department at its sole discretion based on the availability of funds and the evaluation of the applications. Additionally, the Department reserves the right to negotiate the final terms and conditions of the grant award.

Grantees receiving funds under this grant are responsible for the completion of all tasks and deliverables as stated in each contract. The Department reserves the right to reject any and all applications.

The Program reserves the right to:

- Add, remove, and revise requirements during the grant period;
- Negotiate annual work plans during the grant period; and
- Add, remove, and revise required policy areas during the grant period.

Important: The application is for the purpose of applicant selection.

1.3 Program Purpose

The overarching purpose of Florida's SVPP is to prevent all forms of sexual violence using proven evidence-based and evidence-informed prevention intervention strategies and activities for specific priority populations. The purpose of this Request for Applications (RFA) is to obtain the services of contractors to implement the Green Dot Strategy (hereinafter referred to as the GDS).

1.4 Available Funding

First round of awards

The Department has an estimated amount of \$410,000.00 for sexual violence prevention grants for the 2015 – 2016 project year beginning October 1, 2015, or the contract execution date, whichever is later. The Department expects to select no less than four and no more than eight funded sites to provide primary sexual violence prevention activities, with contract values to be approximately \$50,000 to \$125,000.

Second round of awards

The Department also has an estimated amount of \$1,100,000 for sexual violence prevention grants for the 2016 – 2017 project year beginning February 1, 2016, or the contract execution date, whichever is later. The Department expects to select no less than eleven and no more than twenty funded sites to provide primary sexual violence prevention activities, with contract values to be approximately \$50,000 to \$125,000.

1.5 Matching Funds

There is no requirement for matching funds.

Section 2.0 PROGRAM OVERVIEW

2.1 Background

The mission of the Department is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts. Sexual violence is recognized as a serious public health issue throughout the world. In 2013, 9,863 forcible sex offenses were reported to the Florida Department of Law Enforcement. However, the number of incidents of sexual violence is estimated to be much higher.

Sexual violence has a devastating effect on individuals, families, communities and society as a whole. Victims of sexual violence may experience a variety of long-term physical and psychological consequences such as depression; substance abuse; suicidal thoughts and attempts; chronic pelvic, head, back, and facial pain; gastrointestinal disorders; and eating disorders.

Sexual violence is preventable and prevention efforts are necessary components of a comprehensive approach to address sexual violence. Prevention efforts should reduce risk factors and promote protective factors for sexual violence. In addition, these efforts should address all levels of the socio-ecological model that influence sexual violence: individual, relationship, community, and society.

The Department receives federal funding from CDC to be used to advance the primary prevention of sexual violence and to prevent violence before it begins. This funding provides resources for the Department to build upon and increase our capacity to implement and evaluate primary prevention strategies that prevent sexual violence.

2.2 Green Dot Strategy (GDS)

The SVPP has identified the GDS for widespread implementation in Florida. The GDS is a set of bystander interventions aimed at educating individuals to recognize high risk situations that may result in sexual violence and to teach bystanders the skills to assess a situation and intervene in a safe and effective manner. This intervention may be utilized either at a high school, college/university or community level, as determined by the applicant, based on the priority population selected and certification of applicant staff.

The applicant must choose only one of the following priority populations, with a corresponding GDS and Implementation Plan, for each application:

Priority Population	Strategy	Implementation Plan
High School	Green Dot High School	School Strategy Implementation Plan (Attachment IIA)
College/University	Green Dot College/University	School Strategy Implementation Plan (Attachment IIA)
Community	Green Dot Community	Community Implementation Plan (Attachment IIB)

2.3 Period of Support

The initial project term for the **first round of awards** shall be for a funding period of five years beginning October 1, 2015 and ending September 30, 2020 and the initial project term for the **second round of awards** shall be for a funding period of five years beginning February 1, 2016 and ending January 31, 2021 (subject to the availability of funds).

First Round Awards

Year one funding will be provided for ground work for Project Year One for all contractors implementing the GDS. First Round, Project Year One, is expected to be October 1, 2015, through September 31, 2016. The initial start date is dependent on the effective date of the contract resulting from this RFA.

Second Round Awards

Year one funding will be provided for ground work for Project Year One for all contractors implementing the GDS. Second Round, Project Year One, is expected to be February 1, 2016, through January 31, 2017. The initial start date is dependent on the effective date of the contract resulting from this RFA.

Subsequent years of funding for both rounds of awards (years two through five) will focus on implementation and evaluation of outcomes of the selected GDS, as well as sustaining the GDS.

2.4 Applicant Project Results

If awarded a contract to implement the Green Dot Strategy, the applicant receiving the award must perform the following within the first year of the contract:

- 2.4.1 Train all proposed staff and one key partner within three (3) months of the contract date.
- 2.4.2 Identify potential schools or community organizations as appropriate based on the applicant's selected priority population for collaboration in their proposal.
- 2.4.3 Implement the appropriate strategy for the selected priority population by the end of the contract period as specified in the School Strategy Implementation Plan (Attachment IIA) for high school or college/university priority populations or the Community Strategy Implementation Plan (Attachment IIB) for the community priority population.
- 2.4.4 Support comprehensive primary prevention programs at multiple social ecological levels to achieve social change.
- 2.4.5 Build partnerships and capacity for sexual violence primary prevention.
- 2.4.6 Evaluate sexual violence primary prevention efforts (evaluation tools will be provided by the Department).

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

Entities eligible to submit applications must be legal entities with an office in Florida and include, but are not limited to, health departments, schools (school districts, colleges/universities), businesses, community organizations, and not-for-profit 501(c)(3) organizations.

3.2 Eligibility Criteria

To be eligible to receive a grant, all corporations, limited liability companies or partnerships and their sub-contractors seeking to do business with the State shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617 and 620, Florida Statutes. Entities awarded a grant will be required to register with My Florida Market Place at:
www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.

3.3 Corporate Status

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

3.4 Use of Grant Funds

Contracts resulting from this RFA will be fixed fee. Allowable and unallowable expenditures are defined by the following: Reference Guide for State Expenditures found at http://www.fldfs.com/aadir/reference_guide, Florida Statutes, Florida Administrative Code, and in accordance with 2 CRF Part §200.500, formerly OMB A-133 and Section 215.97 Florida Statutes.

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.

3.5 Contract Renewals

Contracts resulting from this RFA may be renewed for a period that may not exceed three years or the term of the original contract, whichever period is longer and will be subject to the same terms and conditions as set forth in the original contract. Renewals must be in writing, made by mutual agreement, will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

Section 4.0 APPLICATION REQUIREMENTS

4.1 Application Forms

Applicants must use the official forms attached to this RFA for each application submission. Alternate forms may not be used and alterations in forms **may** result in application disqualification. Applicants must submit more than one application if proposing to implement the GDS with more than one priority population.

4.2 Order of Application Package

Applications for funding must address all sections identified below and in as much detail as requested. The provision of extraneous information should be avoided. Note: Neither the Department nor the State is liable for any costs incurred by applicant in responding to this RFA.

The completed application must include all of the following components:

- 4.2.1 Cover Page (Attachment I)
- 4.2.2 Project Summary
- 4.2.3 Staffing and Organizational Capacity
- 4.2.4 School Strategy Implementation Plan (Attachment IIA) or Community Strategy Implementation Plan (Attachment IIB)
- 4.2.5 Budget (Attachment III)
- 4.2.6 Letters of Support
- 4.2.7 Project Staff Resumes and Certifications and/or job descriptions
- 4.2.8 IRS Non-Profit Status 501(c)(3) (if applicable)
- 4.2.9 Civil Rights Checklist (Attachment IV)
- 4.2.10 Certification Regarding Lobbying (Attachment V)
- 4.2.11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment VI)

4.3 Instructions for Formatting Applications

- 4.3.1 Applicants are required to complete, sign, date, and return the “Cover Page” with their application (Attachment I).
- 4.3.2 The pages should be numbered consecutively and one-inch margins should be used.
- 4.3.3 The font size and type is at the discretion of the applicant but must be at least as large as the font type of this document (11 point).
- 4.3.4 The original copy must be signed with blue ink or stamped “original.”
- 4.3.5 Submit an original and three copies of the application submitted in an envelope marked “SVPP Green Dot RFA.”
- 4.3.6 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 even if a grant award is not made to the applicant.

Section 5.0 REQUIRED CONTENT OF THE APPLICATION

5.1 Application Content

Applications for funding must address all sections of the RFA in the order presented and in as much detail as requested. Applicants shall adhere to the page limits as identified below. Pages submitted over the page limit will not be considered when scored.

5.2 Cover Page – One Page Limit

Each copy of the application should include the Cover Page (Attachment I). The signature on the application must be that of an authorized official of the organization. An authorized official is an officer of the prospective provider organization who has legal authority to bind the organization to the provisions of the RFA and the subsequent contract award. This person is usually the President, Chairman of the Board, Chief Executive Officer, or Executive Director. If a person other than the President, Chairman of the Board, Chief Executive Officer, or Executive Director signs the application, a document establishing delegated authority must be included with the application.

The authorized signature certifies that all information is true and correct and that if awarded a contract, the organization will comply with the RFA, the contract, all applicable State and federal laws, regulations, contract terms and conditions, action transmittals, review guides, and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program.

5.3 Project Summary – Three Page Limit

The Project Summary shall be used to describe the proposed project. This description must include:

- 5.3.1 Statement of need and the priority population to be served. Describe the specific demographics of the priority population selected by the applicant and geographic area proposed to be served by the project activities, including ages, gender, racial and ethnic background, health disparities, underserved populations, and risk factors. This population must be very specifically identified and must be manageable related to implementation of the GDS. For example, stating that the GDS will be implemented across an entire large county is not a specific enough priority population.
- 5.3.2 Describe the need for funding, through the proposed project activities, for the selected priority population 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.
- 5.3.3 Describe how the funding, through proposed project activities, will impact the problem of the identified priority population.
- 5.3.4 Describe whether there are any other similar 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 proposed project activities will enhance or differ from the existing projects.
- 5.3.5 Identify sub-groups within the specific priority population.
- 5.3.6 Describe how the priority population will be invited, inspired, engaged, and strengthened to participate in the GDS, and how this will be sustained.
- 5.3.7 Describe Proactive Green Dots related to the specific priority population.
- 5.3.8 Describe Reactive Green Dots related to the specific priority population.
- 5.3.9 Expected outcomes of the project.

5.4 Staffing and Organizational Capacity – One Page Limit

This section shall describe the applicant’s ability to successfully carry out the implementation of the GDS. This section should include a brief description of the organization and its approach to managing the project, including proposed staffing for the project and prior experience implementing an evidence based prevention program. Applicants shall identify in narrative form the following information:

- 5.4.1 Qualifications of Personnel: Describe the background and experience of employees who will be managing and/or directly providing services under the contract, including any relevant experience and training. This description shall include professional staff qualifications demonstrating the necessary knowledge, skill and ability to provide the requested services and meet the requirements below. It is anticipated that this project will utilize the following positions: A Green Dot Coordinator and Green Dot Facilitator(s).
 - 5.4.1.1 Green Dot Coordinator: At least two (2) years’ experience supervising or coordinating a health project or program in the prevention field and at least two (2) years’ experience working with community stakeholders or community planning in a meaningful way. The identified coordinator shall be trained in the Green Dot Violence Prevention Strategy within three months of contract start date, and shall submit a Green Dot Certificate of Completion from the Green Dot

Institute. The Green Dot certification must be for the GDS selected. The Coordinator shall be certified to present the curriculum in the selected community. **The Green Dot Coordinator must be a full-time employee working exclusively on the appropriate Implementation Plan and GDS for the priority population selected.**

5.4.1.2 Green Dot Facilitator(s): All Facilitators shall be trained in the Green Dot Violence Prevention Strategy within three months of contract start date, and shall submit a Green Dot Certificate of Completion from the Green Dot Institute. The Green Dot certification must be for the GDS selected. Facilitators should have at least one (1) year experience as a prevention educator. Experience may include adolescent pregnancy prevention, healthy relationships, HIV/STD, violence prevention, or skills-building education. The Facilitator(s) shall have experience working or teaching in small groups, conducting presentations for professionals, and be comfortable working with youth and adults. **There must be at least one Green Dot Facilitator dedicated to this project. However, the Facilitator(s) are not required to work full time on this project.**

5.4.2 Collaboration: Describe how Applicant will collaborate with other agencies, organizations, and schools to implement the GDS to the selected priority population. Be specific in the narrative and include letters of support outlining roles and responsibilities.

Section 6.0 PROGRAM EVALUATION

Selected providers will be provided with an evaluation toolkit developed by the Department. **No money will be awarded for evaluation activities.**

Section 7.0 ATTACHMENT GUIDELINES

7.1 School Strategy Implementation Plan (Attachment IIA)

In order for the GDS to be effective there are very specific steps for implementation. The School Strategy Implementation Plan lists the steps required of selected Applicants. By completing, signing and submitting this Attachment, the Applicant agrees to the pertinent implementation plan and acknowledges that the numbers listed are minimum tasks associated with implementation with fidelity. Only one Attachment II (either A or B) may be submitted per application.

OR

7.2 Community Strategy Implementation Plan (Attachment IIB)

In order for the GDS to be effective there are very specific steps for implementation. The Community Strategy Implementation Plan lists the steps required of selected Applicants. By completing, signing and submitting this Attachment, the Applicant agrees to the pertinent implementation plan and acknowledges that the numbers listed are minimum tasks associated with implementation with fidelity. Only one Attachment II (either A or B) may be submitted per application.

7.3 Budget Preparation (Attachment III)

Guidance is offered for the preparation of a budget request. Following this guidance will facilitate the review and approval of a requested budget by insuring that the required or needed information is provided. The figures below are only examples and do not represent actual costs.

- 7.3.1 Personnel Budget: For each requested position, provide the following information: name of employee (if known) and position title; estimated percentage of time the funded position will spend on Green Dot during the strategy period; total salary requested, etcetera. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives. **Please note that it is a requirement that the Green Dot Coordinator is a full-time employee working exclusively on the appropriate Implementation plan and GDS for the priority population selected.**

Sample Personnel Budget										
Personnel Budget Total									\$69,050	
Position Title	Gross Salary	FICA	Retirement	Health	Life	Dental	Disability	Other	Total Salary and Benefits	% of FTE
Green Dot Coordinator	\$50,000	\$3,100	\$5,000	\$7,500	\$1,000	\$400	\$100		\$67,100	100%
Green Dot Facilitator	\$25,000	\$1,550	0	\$4,500	0	0	0	0	\$35,550	50%

- Sample Justification: The format may vary, but the description of responsibilities should be directly related to specific program objectives.
- Job Description: Green Dot Coordinator
This position directs the overall operation of the strategy; responsible for overseeing the implementation of strategy activities, coordination with other agencies, development of materials, provisions of in service and training, conducting meetings; directs the gathering of required data, responsible for assisting with program evaluation and for staff performance evaluation. This position relates to all program objectives.

- 7.3.2 Travel: Dollars requested in the travel category should be for staff travel only related to Green Dot activities.

- In-State Travel - Provide a brief justification describing the travel staff members will perform. List where travel will be undertaken, number of trips planned, who will be making the trip, and approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. If travel is by air, provide the estimated cost of airfare. If per diem/lodging is to be paid, indicate the number of days and amount of daily per diem as well as the number of nights and estimated cost of lodging (following state of Florida rates). Include the cost of ground transportation when applicable.
- Out-of-State Travel - Provide a brief justification describing the same information requested above. Itemize out-of-state travel in the format described above.
- Travel may only be paid in accordance with section 112.061, Florida Statutes.

Sample In-State Travel Budget			
In-state Travel Total			\$1,335.25
Description	Miles	Rate	Amount Requested
1 trip x 2 people	1000	.445	\$445.00
2 days per diem x 2 people		\$36.00	\$144.00

1 night lodging x 2 people		\$95.00	\$190.00
25 trips x 1 person	1250	.445	\$556.25

- Sample Justification: The Green Dot Coordinator and the Green Dot Facilitator will travel to (XXXXXX) to attend the Green Dot Meeting sponsored by the Department. The Green Dot Coordinator will make an estimated 25 trips to perform local outreach with various agencies.

Sample Out-of-State Travel Budget			
Out-of-state Travel Total			\$1,046.00
Description	Miles	Rate	Amount Requested
1 trip x 1 person (airfare)		\$500	\$500.00
4 days meals x 1 person		\$36.00	\$144.00
4 nights lodging x 1 person		\$88.00	\$352.00
Ground Transportation		\$50.00	\$50.00

- Sample Justification: The Green Dot Coordinator will travel to (location) to attend the Green Dot Certification Training.

7.3.3 Supplies: Individually list each item requested. Show the unit cost of each item, number needed, and total amount. Provide justification for each item and relate it to specific program activities.

Sample Supply Budget			
Supply Total			\$2,000.00
Item	Number	Unit Cost	Amount Requested
Pens	2000	.25	\$500.00
Green Dot Posters	2000	.25	\$500.00
Green Dot Pins	2500	.20	\$500.00
Green Dot Student Guides	500	\$1.00	\$500.00

- Sample Justification: Provide complete justification for all requested supplies, including a description of how it will be used in the program. Pens, posters, pins and student guides will be used by staff members to carry out daily activities of the program.

7.3.4 Indirect costs: Applicants may request up to 5% of the project budget in indirect costs. However, the maximum total requested, including indirect costs, cannot exceed \$125,000.

Complete Attachment II to indicate the funding requested. Awards will be approximately \$50,000 to \$125,000.

7.4 Letters of Support

A minimum of three letters of support are required with specific responsibilities outlined that relate to the specific priority population identified in the project summary.

7.5 Project Staff Resumes and Certifications

Provide copies of staff resumes and applicable certifications (Green Dot for example). If resumes and certificates are provided, please describe who will fill which position. If resumes are not available, provide copies of job descriptions for program positions.

7.6 Proof of Corporate Status and IRS Non-Profit Status 501(c)(3) (if applicable)

Submit a copy of proof of status as an incorporated entity with the state of Florida. If applicable, submit a statement from a state taxing body, or other appropriate state official, certifying that the applicant has a non-profit status and that none of the net

earnings accrue to any private shareholders or individuals or a copy of the 501(c)(3) determination letter received from the IRS.

7.7 Civil Rights Checklist (Attachment IV)

Submit a completed and signed Civil Rights Checklist.

7.8 Certification Regarding Lobbying (Attachment V)

Submit a completed and signed Certification Regarding Lobbying.

7.9 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment VI)

Submit a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Section 8.0 SUBMISSION OF APPLICATION

8.1 Application Deadline

Applications must be received by August 24, 2015.

8.2 Submission Methods and Where to Send

Applications may be sent by U.S. Mail, Courier, or Hand-Delivered to the location as identified in the Timeline. Faxed or emailed applications will not be accepted.

Section 9.0 REVIEW OF APPLICATIONS

9.1 Receipt of Applications

Applications will be screened upon receipt. **If the applicant doesn't submit all required components as described in Section 4.0, the application may not be considered for review.**

9.2 Funding

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

9.3 Application Evaluation

Application Evaluation will be based on a 100 point total to be applied as follows:

9.3.1	Project Summary	50 points
9.3.2	Staffing and Organizational Capacity	10 points
9.3.3	Budget	10 points
9.3.4	Letters of Support	15 points
9.3.5	Project Staff Resumes & Certifications or Job Descriptions	15 points
	Total Points Available	100 points

9.4 Awards

Awards will be listed on the website at:

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

and

http://vbs.dms.state.fl.us/vbs/main_menu on or about August 28, 2015.

Section 10.0 REPORTING AND OTHER REQUIREMENTS

Funded applicants will be required to submit monthly progress reports, invoices for payment, and monthly data entries.

Additionally, the Provider acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055 (5), Florida Statutes.

ATTACHMENT I

Cover Page & Certification



**Bureau of Family Health Services
Sexual Violence Prevention Program
Grant Application**

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

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

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

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

Certification

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

Signature & Certification of Authorized Official:	Date:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature	

ATTACHMENT IIA: SCHOOL STRATEGY IMPLEMENTATION PLAN

**NOTE: PRE-POPULATED NUMBERS ARE MANDATORY TO ENSURE FIDELITY TO THE GREEN DOT STRATEGY (GDS)
AND WILL BE DOCUMENTED AS REQUIRED BY CONTRACT.**

PHASE ONE (MONTHS 1-3)	
Priority Population	Provide # of persons in the priority population for the Green Dot strategy: _____ (Applicant will complete) PROJECT GOAL: Reaching 15% of the priority population is considered critical mass and is necessary to create social change. This is required.
Subgroups	Identify a minimum of four (4) subgroups of potential bystanders from the priority population.
Staff	Hire or identify current staff as the GDS Coordinator and GDS Facilitator, as outlined in the Department of Health (DOH) approved line item budget, to implement Green Dot curriculum. One 100% dedicated full time employee (FTE) and one 25% FTE are required.
Green Dot Certification	Register and attend certification trainings, if necessary, for Green Dot funded staff and key partner(s).
Implementation Team	Clearly define the roles of each Team Member (Coordinator, Facilitator(s), Logistics/Support Members, Social Marketing Members, etc.).
Implementation Team Meetings (recurring)	Hold monthly Implementation Team meetings (a minimum of one per month) to work on tasks identified in the implementation plan. As part of the Implementation Team meetings, discuss and document a minimum of one proactive Green Dot as performed by each team member.
Implementation Plan	Revise Implementation Plan to include specifics regarding action steps, persons responsible, key dates and timeline.
Environmental Scan	Research events occurring on campus and in the community that may impact or influence scheduling of trainings and events.
Memorandums of Agreement	Obtain Memorandums of Agreement (MOAs) from key partners working with the priority population that will implement the GDS, specifying roles and responsibilities.
Branding & Adaptation	Create a brand that is consistent with GDS core values (inclusive, prevention focused and from a bystander lens) that is appealing to the priority population and subgroups that may not have historically aligned with violence prevention brands or messaging.
GDS Practice (recurring)	Coordinator and Facilitator(s), personalize (authentic personal stories), then practice and receive feedback on GDS Overview Talks, Face-to-Face meetings, and Bystander trainings a minimum of once per week. Coordinator and Facilitator(s) should practice four hours for every one hour of GDS delivery.
Focus Groups	Conduct a minimum of two (2) Focus Groups per subgroup (minimum of eight [8] focus groups). Identify _____ # of participants for each focus group. (Total # priority population divided by 2%) (Applicant will complete)
Face-to-Face Meetings to build rapport and connections	Conduct a minimum of six (6) Face-to-Face meetings (minimum of 18 total during phase one) to develop relationships between the GDS Coordinator and/or Facilitator and Early Adopters and Key Stakeholders from the priority population.
Early Adopters Worksheet	Per Subgroup identify ___ # of people as potential Early Adopters. (Total # priority population divided by 13.5%). (Applicant will complete) Early Adopters are personally invited to a Bystander Training.
GDS Technical Assistance Calls (recurring)	Participate in technical assistance calls as scheduled by Green Dot, Inc.

PHASE TWO (MONTHS 4-6)

Face-to-Face Meetings to build rapport and connections	Conduct a minimum of six (6) Face-to-Face meetings (minimum of 18 total during phase two) to develop relationships between the GDS Coordinator and/or Facilitator and Early Adopters and Key Stakeholders from the priority population.
Overview Speeches/Talks	Conduct a minimum of four (4) Overview Speeches/Talks, which shall be 30 to 90 minutes in length, with staff, faculty, and administrators, as well as Implementation Team members.
Bystander Trainings	Conduct a minimum of two (2) Bystander Trainings for: <ul style="list-style-type: none"> ▪ third and fourth year (colleges/universities) Early Adopters, or ▪ juniors and seniors (high school) Early Adopters, across different subgroups. Each Bystander Training must be 6-7 hours long with 25-40 participants, and must be conducted by a minimum of two certified GDS staff/volunteers.
Social Norms Survey	Administer the Social Norms Survey and Training Evaluation to participants at the end of each Bystander Training (75% minimum return rate).
GDS Practice (recurring)	Coordinator and Facilitator(s), personalize (authentic personal stories), then practice and receive feedback on GDS Overview Talks, Face-to-Face meetings, and Bystander trainings a minimum of once per week. Coordinator and Facilitator(s) should practice four hours for every one hour of GDS delivery.
Implementation Team Meetings (recurring)	Hold monthly Implementation Team meetings (a minimum of one per month) to work on tasks identified in the implementation plan. As part of the Implementation Team meetings, discuss and document a minimum of one proactive Green Dot as performed by each team member.
GDS Technical Assistance Calls (recurring)	Participate in technical assistance calls as scheduled by Green Dot, Inc.

PHASE THREE (MONTHS 6-12)

Overview Speeches/Talks	Conduct a minimum of six (6) Overview Speeches/Talks, which shall be 30 to 90 minutes in length, starting with additional third and fourth year students, and then first and second year students.
Bystander Trainings	Conduct a minimum of four (4) Bystander Trainings. Each Bystander Training must be 6-7 hours long with 25-40 participants, and must be conducted by a minimum of two certified GDS staff/volunteers. Audience: Early Adopters, and interested groups.
Social Norms Survey	Administer the Social Norms Survey and Training Evaluation to participants at the end of each Bystander Training (75% minimum return rate).
Booster Sessions	Conduct a minimum of four (4) Booster Sessions made available to all Bystander Training participants.
Action Event	Conduct one (1) Action Event in month six. The Action Event should reach a minimum of 100-200 individuals as evidenced by participation in the action challenge.
Social Marketing Campaign	Conduct a Social Marketing campaign in month twelve. The Social Marketing Campaign should reach a minimum of 100-200 as evidenced by supportive documentation.
GDS Practice (recurring)	Coordinator and Facilitator(s), personalize (authentic personal stories), then practice and receive feedback on GDS Overview Talks, Face-to-Face meetings, and Bystander trainings a minimum of once per week. Coordinator and Facilitator(s) should practice four hours for every one hour of GDS delivery.
Implementation Team Meetings (recurring)	Hold monthly implementation meetings (a minimum of one per month) to work on tasks identified in the implementation plan. As part of the Implementation Team meetings, discuss and document a minimum of one proactive green dot as performed by each team member.
GDS Technical Assistance Calls (recurring)	Participate in technical assistance calls as scheduled by Green Dot, Inc.
Sustaining Momentum	Begin planning for Phase Four, including two to three action events for Project Year Two, social marketing to reinforce key messaging, ongoing identification of subgroups and early adopters; and additional face to face talks, overview speeches, and bystander/booster trainings.

ACCEPTANCE STATEMENT

By signing below I understand the Schools Strategy Implementation Plan reflects the minimum required components for the Green Dot Schools Strategy, and that all components must be conducted to ensure fidelity of the program. My signature indicates that if _____ (agency name) application is awarded a contract as a result of this Request for Applications, I/we, understand we must adhere to the minimum standards set forth in the Schools Strategy Implementation Plan. I/we will continue to implement the GDS on our campus, based on the availability of funding from DOH for this initial year and the next four (4) years. Further, I/we understand that the GDS is not intended to be completed in a single year, but is intended to be implemented over the course of several years.

Authorized Signature

Date

ATTACHMENT IIB: COMMUNITY STRATEGY IMPLEMENTATION PLAN

**NOTE: PRE-POPULATED NUMBERS ARE MANDATORY TO ENSURE FIDELITY TO THE GREEN DOT STRATEGY (GDS)
AND WILL BE DOCUMENTED AS REQUIRED BY CONTRACT.**

PHASE ONE (MONTHS 1-3)	
Priority Population	Provide # of persons in the priority population for the Green Dot strategy: _____ (Applicant will complete) PROJECT GOAL: Reaching 15% of the priority population is considered critical mass and is necessary to create social change. This is required.
Subgroups	Identify a minimum of two (2) subgroups of potential bystanders from the priority population.
Staff	Hire or identify current staff as the GDS Coordinator and GDS Facilitator, as outlined in the Department of Health (DOH) approved line item budget, to implement Green Dot curriculum. One 100% dedicated full time employee (FTE) and one 25% FTE are required.
Green Dot Certification	Register and attend certification trainings, if necessary, for Green Dot funded staff and key partner(s).
Implementation Team	Clearly define the roles of each Team Member (Coordinator, Facilitator(s), Logistics/Support Members, Social Marketing Members, etc.).
Implementation Team Meetings (recurring)	Hold monthly Implementation Team meetings (a minimum of one per month) to work on tasks identified in the implementation plan. As part of the Implementation Team meetings, discuss and document a minimum of one proactive Green Dot as performed by each team member.
Implementation Plan	Revise Implementation Plan to include specifics regarding action steps, persons responsible, key dates and timeline.
Environmental Scan	Research events occurring in the community that may impact or influence scheduling of trainings and events.
Memorandums of Agreement	Obtain Memorandums of Agreement (MOAs) from key partners working with the priority population that will implement the GDS, specifying roles and responsibilities.
Branding & Adaptation	Create a brand that is consistent with GDS core values (inclusive, prevention focused and from a bystander lens) that is appealing to the priority population and subgroups that may not have historically aligned with violence prevention brands or messaging.
GDS Practice (recurring)	Coordinator and Facilitator(s), personalize (authentic personal stories), then practice and receive feedback on GDS Overview Talks, Face-to-Face meetings, and Bystander trainings a minimum of once per week. Coordinator and Facilitator(s) should practice four hours for every one hour of GDS delivery.
Focus Groups	Conduct a minimum of two (2) Focus Groups per subgroup (minimum of four [4] focus groups). Identify _____ # of participants for each focus group. (Total # priority population divided by 2%) (Applicant will complete)
Early Adopters Worksheet	Per Subgroup identify ___# of people as potential Early Adopters. (Total # priority population divided by 13.5%). (Applicant will complete)
GDS Technical Assistance Calls (recurring)	Participate in technical assistance calls as scheduled by Green Dot, Inc.

PHASE TWO (MONTHS 4-6)

Face-to-Face Meetings to build rapport and connections	Conduct a minimum of six (6) Face-to-Face meetings (minimum of 18 total during phase two) to develop relationships between the GDS Coordinator and/or Facilitator and Early Adopters and Key Stakeholders from the priority population.
Overview Speeches/Talks	Conduct a minimum of two (2) Overview Speeches/Talks, which shall be 30 to 90 minutes in length, with community agencies participating on the Implementation Team.
Bystander Trainings	Conduct a minimum of two (2) Bystander Trainings. Each Bystander Training must be 6-7 hours long with 25-40 participants, and must be conducted by a minimum of two certified GDS staff/volunteers.
Social Norms Survey	Administer the Social Norms Survey and Training Evaluation to participants at the end of each Bystander Training (75% minimum return rate).
GDS Practice (recurring)	Coordinator and Facilitator(s), personalize (authentic personal stories), then practice and receive feedback on GDS Overview Talks, Face-to-Face meetings, and Bystander trainings a minimum of once per week. Coordinator and Facilitator(s) should practice four hours for every one hour of GDS delivery.
Implementation Team Meetings (recurring)	Hold monthly Implementation Team meetings (a minimum of one per month) to work on tasks identified in the implementation plan. As part of the Implementation Team meetings, discuss and document a minimum of one proactive Green Dot as performed by each team member.
GDS Technical Assistance Calls (recurring)	Participate in technical assistance calls as scheduled by Green Dot, Inc.

PHASE THREE (MONTHS 6-12)	
Overview Speeches/Talks	Conduct a minimum of six (6) Overview Speeches/Talks, which shall be 30 to 90 minutes in length: <ul style="list-style-type: none"> ▪ A minimum of one (1) Overview Speeches/Talks for other partner agencies ▪ A minimum of five (5) Overview Speeches/Talks for community groups
Bystander Trainings	Conduct a minimum of four (4) Bystander Trainings. Each Bystander Training must be 6-7 hours long with 25-40 participants, and must be conducted by a minimum of two certified GDS staff/volunteers. Audience: Agency staff, Early Adopters, Subgroup one, and Subgroup two.
Social Norms Survey	Administer the Social Norms Survey and Training Evaluation to participants at the end of each Bystander Training (75% minimum return rate).
Booster Sessions	Conduct a minimum of four (4) Booster Sessions made available to all Bystander Training participants.
Action Event	Conduct one (1) Action Event in month six. The Action Event should reach a minimum of 100-200 individuals as evidenced by participation in the action challenge.
Social Marketing Campaign	Conduct a Social Marketing campaign in month twelve. The Social Marketing Campaign should reach a minimum of 100-200 as evidenced by supportive documentation.
GDS Practice (recurring)	Coordinator and Facilitator(s), personalize (authentic personal stories), then practice and receive feedback on GDS Overview Talks, Face-to-Face meetings, and Bystander trainings a minimum of once per week. Coordinator and Facilitator(s) should practice four hours for every one hour of GDS delivery.
Implementation Team Meetings (recurring)	Hold monthly implementation meetings (a minimum of one per month) to work on tasks identified in the implementation plan. As part of the Implementation Team meetings, discuss and document a minimum of one proactive Green Dot as performed by each team member.
GDS Technical Assistance Calls (recurring)	Participate in technical assistance calls as scheduled by Green Dot, Inc.
Sustaining Momentum	Begin planning for Phase Four, including two to three action events for Project Year Two, social marketing to reinforce key messaging, ongoing identification of subgroups and early adopters; and additional face to face talks, overview speeches, and bystander/booster trainings.

ACCEPTANCE STATEMENT

By signing below I understand the Community Strategy Implementation Plan reflects the minimum required components for the Green Dot Community Strategy, and that all components must be conducted to ensure fidelity of the program. My signature indicates that If _____ (agency name) application is awarded a contract as a result of this Request for Applications, I/we, understand we must adhere to the minimum standards set forth in the Community Strategy Implementation Plan. I/we will continue to implement the GDS in our community, based on the availability of funding from DOH for this initial year and the next four (4) years. Further, I/we understand that the GDS is not intended to be completed in a single year, but is intended to be implemented over the course of several years.

Authorized Signature Date

**ATTACHMENT III
Proposed Budget
Based on a 12-month budget**



**Bureau of Family Health Services
Sexual Violence Prevention Program
Grant Application**

Title of Project:	
Applicant Name:	
Fiscal Contact:	

A. Personnel

Personnel Budget:										
Personnel Total										
Position Title	Gross Salary	FICA	Retirement	Health	Life	Dental	Disability	Other	Total Salary and Benefits	% of FTE

Justification & Scope of Responsibility:

B. Travel (include both in state and out of state)

Travel Budget			
Travel Total			
Description	Miles	Rate	Amount Requested

Justification - itemize the cost of travel for personnel including travel purpose/justification and location. Please note that funds can be requested to support travel to Green Dot certification training which typically are four days long.

C. Supplies

Supply Budget			
Supply Total			
Item	Number	Unit Cost	Amount Requested

Justification – itemize the cost of supplies and describe the purpose. Supplies include promotional items.

D. Indirect Expenses

Indirect Total	
----------------	--

Justification – Indicate if you intend to request indirect costs in this line. Cannot exceed 5% of program budget.

E. Budget Total

Project Budget	
----------------	--

Indicate in the row above the total cost of the program – cannot exceed \$100,000



**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

Attachment IV

CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

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

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

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

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

Requirement – Equal Access and Participation: Reporting Compliance

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

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

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

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

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

Requirement - Equal Access and Participation: Communications

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

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

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

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

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

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

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

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

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

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

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

Requirement: DOH Policy - Reporting Requirements: Training.

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

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name of Organization

Address of Organization

Attachment VI

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

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

INSTRUCTIONS

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

CERTIFICATION

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

Signature

Date

Name _____ Title _____
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Attachment VII

CFDA No.
CSFA No.

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

Client Non-Client
 Multi-County

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

THE PARTIES AGREE:**I. THE PROVIDER AGREES:****A. To provide services in accordance with the conditions specified in Attachment I.****B. Requirements of §287.058, Florida Statutes (F.S.)**

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

C. To the Following Governing Law

1. State of Florida Law

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

2. Federal Law

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

Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

D. Audits, Records, and Records Retention

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

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

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

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

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

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

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

E. Monitoring by the Department

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with

any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

V. Electronic Fund Transfer

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

W. Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT VIII

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the provider expends \$750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the

provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

SingleAudits@flhealth.gov

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

- B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

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

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

A. The Department of Health as follows:

: SingleAudits@flhealth.gov

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

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

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

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part §200.512, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR Part §500.512 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

End of Text

Contract #: _____

EXHIBIT 1

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

Federal Program 1 _____ CFDA# _____ Title _____ \$ _____

Federal Program 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ _____

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

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

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ _____

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

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

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

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Program: _____ CFDA# _____ Title _____ \$ _____

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- _____ Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
- _____ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
- _____ Exempt organization not subject to 2 CFR Part §200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).

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

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

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

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

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3046.

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

[]	[]	--	[]	[]	[]	[]	[]	[]	[]
-----	-----	----	-----	-----	-----	-----	-----	-----	-----

b. Are multiple EINs covered in this report Yes No
 c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #							
[]	[]	--	[]	[]	[]	[]	[]
[]	[]	--	[]	[]	[]	[]	[]
[]	[]	--	[]	[]	[]	[]	[]

Name of Entity

4. AUDITEE INFORMATION

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

5. PRIMARY AUDITOR INFORMATION

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

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR Part §200.512 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 IX

GREEN DOT GLOSSARY OF TERMS

ACTION EVENTS: Time limited, goal oriented, action based events. These events are used to mobilize the community and engage individuals to action. They can have a specific challenge or a specific theme, or can be connected to a particular month (such as sexual assault awareness month). The key is that they are action oriented and infrequent (no more than 2-4 a year).

ADAPTATION: Program content is tailored/adjusted to best communicate with any given priority population, thereby maximizing population alignment with brand.

AUDIENCE POLLING: Anonymous survey of attendees.

AUTHENTICITY: Not fake or copied; real.

BOOSTER SESSIONS: The purpose of Booster Sessions is to review essential concepts from the Green Dot Bystander Training with bystander trained individuals. The SVPP requires Booster Sessions be implemented face-to-face.

BRAND MESSAGES: Concepts, ideas, icons, colors, symbols, etc. that the organization sends out to customers to give meaning to their product or service.

BUTTERFLY MODEL: A framework that delineates the steps necessary to move an individual from inaction to action.

BYSTANDER: Anyone in the community who sees or hears about a behavior that could lead to something that is high risk or harmful. Bystanders face a choice of, “do I get involved, or do I ignore the situation?”

PASSIVE BYSTANDER: Those who choose to do nothing.

GREEN DOT BYSTANDER: Individuals who do something to decrease the likelihood that something bad, like a red dot, will occur or get worse.

BYSTANDER INTERVENTION: A prevention approach in which individuals are addressed not as potential perpetrators or victims of sexual assault, but as third parties who have an important role to play. Programs can instruct participants how to intervene proactively by challenging friends who express sexist attitudes or provide guidance on ways to assist friends or others in risky situations.

BYSTANDER OBSTACLES: Personal, relationship or general barriers to reducing power-based personal violence.

BYSTANDER TRAININGS: Bystander Trainings include four (4) modules that can be implemented together or separately for Early Adopters and Subgroups. The four modules are each composed of a primary “knowledge” and “skill” component:

1. Introducing the Bystander;
2. Recognizing Red Dots;
3. Reactive Green Dots;
4. Proactive Green Dots.

This training requires at least two Certified Green Dot Trainers working together and is recommended to be 6 to 7-hours in length, with a class size of 25 – 40 people. The four (4)

modules educate individuals by providing them with the tools and skills needed to increase their likelihood of becoming proactive and reactive bystanders. The Green Dot Strategy provides individuals with safe and alternative approaches to situations in which bystanders possess the ability to reduce violence.

COMMUNITY ACTION EVENTS/TALKS: These events are used to create buzz around the Launch. The purpose of these mobilizing events is to generate lots of proactive behaviors to establish clear cultural norms:

1. Violence will not be tolerated;
2. Everyone is expected to do their part to keep the community safe.

Events are single dose, time limited, and reiterate the core values and goal of the Green Dot strategy.

DELEGATE (ONE OF THE THREE DS): If you can't do something yourself because of your obstacles, ask a friend or others to help. **Examples:** Are you too bashful to intervene? Or maybe getting involved doesn't feel safe? You can always Delegate to someone with authority. Call the police, or public safety. You don't have to be the hero—some people are paid to do that.

DIRECT (ONE OF THE THREE DS): Do something yourself. **Examples:** Did your friend say something that made you think twice about his safety? Did your classmate seem stressed when she hurried to answer her cell phone after class? You can check in. A Direct Green Dot—asking if he needs help, or if she's o.k.—is a way to show you care about the safety of others.

DISTRACT (ONE OF THE THREE DS): If you don't want to address the situation directly or even acknowledge you see it, try to think of a distraction that will diffuse the situation or calm things down in the moment. **Examples:** You know those roommates who argue too loudly, and sometimes end up threatening each other? You can distract them. A simple question like, "Hey, do you know what time it is?" can calm them down (probably because it confuses them).

DISCLOSURE: When an individual reveals that he/she is currently, or has experienced sexual assault, dating violence, domestic violence, stalking, child abuse, abandonment, neglect, or coercion. Mandatory reporting may be required as defined in Chapter 39.201, F.S., for abuse, neglect, or exploitation of vulnerable adults (elderly or disabled).

EARLY ADOPTERS/PEOPLE OF INFLUENCE: Individuals in any given sub-group that have the greatest amount of social influence and ability to persuade their peers.

ENGAGE (WHAT WE DO): Attract people and hold them fast, in order to provide to them the motivation, knowledge and skill they need to take action.

ENVIRONMENTAL SCAN: The study and interpretation of the political, economic, social and technological events and trends which influence society. When implementing a Green Dot launch, it is the "competing" messages, events, trends, and issues that need to be considered.

EVALUATION: The systematic assessment of the operation and/or the outcomes of a program or policy, compared to a set of explicit standards, as a means of contributing to the improvement of the program or policy. Green Dot evaluation will consist of process and outcome components.

FLORIDA TOOLKIT: A “toolkit” developed by the Sexual Violence Prevention Program that contains contract resource materials including progress and financial reporting forms, and data collection forms for evaluation, etc. Revisions may be made during the contract period.

FOCUS GROUP: Used to gather information from Early Adopters/People of Influence on the specific and unique issues surrounding violence in their particular subgroup. This information is used to inform adaptations of Green Dot activities such as future bystander trainings and overview speeches.

GREEN DOT: Is a small moment when someone makes the choice to use their words or behaviors to try and stop a red dot from happening.

GREEN DOT COORDINATOR/MANAGER: An employee of the Provider who is 100% funded and focused on the implementation of Green Dot. Must be a certified Green Dot Trainer and supervise the Green Dot Facilitator(s).

GREEN DOT FACILITATOR: An employee of the Provider who is funded and focused on the implementation of Green Dot. The facilitator (s) must be certified in the Green Dot Strategy. Facilitators conduct Bystander Trainings, Overview Talks, and Community Action Event Talks.

GREEN DOT STRATEGY: A comprehensive approach to violence prevention that capitalizes on the power of peer and cultural influence across all levels of the socio-ecological model. Informed by social change theory, the model targets all community members as potential bystanders, and seeks to engage them, through awareness, education, and skills-practice, in proactive behaviors that establish intolerance of violence as the norm, as well as reactive interventions in high-risk situations resulting in the ultimate reduction of violence. Specifically, the program targets influential and respected individuals from across community subgroups. The goal is for these groups to engage in a basic education program that will equip them to integrate moments of prevention within existing relationships and daily activities. By doing so, new norms will be introduced and those within their sphere of influence will be significantly influenced to move from passive agreement that violence is wrong, to active intervention.

GREEN DOT TECHNICAL ASSISTANCE CALLS: Regularly scheduled conference calls provided by Green Dot Etc. staff for certified Green Dot Trainers.

HOPE: The feeling that what is wanted can be had or that events will turn out for the best.

IMPLEMENTATION PLAN: A written plan that outlines step by step how the Green Dot Strategy will be implemented by the Provider. It is interchangeable with the Launch Plan and outlines the Green Dot implementation in manageable pieces and in a prescribed order that includes the following four components:

Phase 1: Planning and preparation

Phase 2: Building relationships and scheduling training

Phase 3: Action

Phase 4: Sustainability

IMPLEMENTATION/LAUNCH TEAM: This is a committee made up of Green Dot:

1. Coordinator/Manager:

2. Facilitator (s)

3. Logistics/Support Members

4. Social Marketing Members

INSPIRE (HOW WE DO IT): People have to believe things can be different and their contribution matters. They have to be influenced to participate.

INTERPERSONAL VIOLENCE: A form of violence in which someone uses power, control or intimidation in order to harm another. This includes partner violence, sexual assault, stalking, and other uses of force, threat, intimidation, or harassment. It can include the use of alcohol or drugs to commit any of these acts. These acts can be committed by strangers, friends, acquaintances, intimates, and other persons.

INVITE (HOW WE DO IT): Ask people to reconsider their role in prevention and participate in the prevention of violence.

LAUNCH EVENT: Launch events are carefully planned marketing events, designed ultimately to introduce Green Dot to the community. An organized launch event boosts the image of a product, service or establishment. Launches provide a stimulus that encourages the public to learn about and engage in Green Dot.

LOGISTICS/SUPPORT MEMBERS: Community group of Early Adopters, key leaders, partners, and stakeholders.

MARKETING: Consists of the strategies and tactics used to identify, create and maintain satisfying relationships with customers that result in value for both the customer and the marketer. Marketing is an important concept in the Green Dot Strategy.

OVERVIEW SPEECHES: Overview Speeches are presentations given to the general population to help individuals find their connection to violence, build awareness of the problem of violence, present a bystander intervention as a manageable and simple activity, and persuade and motivate individuals to get involved in prevention. Overview Speeches can range from 5 minutes to an hour and introduce the basic elements of Green Dot while using persuasive and inspirational language to engage participants in immediate action..

PARTNER VIOLENCE: Actions used to hurt, intimidate or control a partner or former partner. Examples include grabbing, pushing, isolation, demeaning comments, yelling, controlling one's schedule and finances, throwing items at partner, hitting, strangling and any actions that are physically, sexually or psychologically harmful.

PERPETRATOR: A person who perpetrates, or commits, an illegal, criminal, or evil act. Telling individuals to not be perpetrators is not the key focus of Green Dot.

PERSONAL CONNECTION: Everyone has a connection to power-based personal violence either through direct experience or someone they know. It is important in the Green Dot Strategy to make that point to participants.

PERSONAL CREED: Similar to a personal mission statement; it is a statement that defines who you are, what matters to you and/or what your values are.

POWER-BASED PERSONAL VIOLENCE: Power-based personal violence is a form of violence that has a primary motivator: assertion of power, control and/or intimidation in order to harm another. This includes relationship/partner violence, rape/sexual assault, stalking, and other uses of force, threat, intimidation, or harassment of an individual. It also includes the use of alcohol or

drugs to commit any of these acts. These acts are inclusive acts committed by strangers, friends, acquaintances, intimates, or other persons.

PRIMARY PREVENTION: Individual, relationship/family, community/school, environmental/system level activities or policies with goals to create social change to prevent violence and first-time perpetration and victimization from initially occurring.

PRIORITY POPULATION: A group the Provider identified who is at risk of being hurt by power-based personal violence.

PROACTIVE GREEN DOTS: Things we can do to begin stopping red dots before they even start. A proactive green dot is something you say or do that makes it clear to people in your life:

1. Violence is not okay with you
2. Everyone is expected to do their part to make the community safe

PROGRAM FIDELITY: Program fidelity means implementing a particular strategy as it was intended to be implemented by the original developer.

REACTIVE GREEN DOTS: Reactive interventions in high-risk situations resulting in the ultimate reduction of interpersonal violence. Direct, Delegate, and Distract are three ways to be a reactive bystander.

RED DOT: A single choice someone makes to use his or her words, choices, actions or behaviors to hurt someone else.

SEXUAL VIOLENCE: Any form of unwanted contact that is sexual in nature. It can include sexual harassment, date rape, stranger rape, marital or partner rape, familial sexual abuse, child sexual abuse, abuse by caregivers or professionals, and commercial sexual exploitation (e.g., pornography, prostitution).

SIGN-IN SHEET: A contract form designed to collect names and contact information for the purpose of verifying attendance at a Green Dot function.

SOCIAL CHANGE: Refers to an alteration in the social order of a society. Social change may include changes in nature, social institutions, social behaviors, or social relations.

SOCIAL ECOLOGICAL MODEL: The model includes four levels:

1. the individual
2. relationship
3. community
4. society,

The model addresses different factors at each level that put people at risk for experiencing or perpetrating violence. For instance, at the community level, one could explore the characteristics of a school or neighborhood that are associated with the perpetration of violence. Prevention strategies that address multiple levels of the social ecological model are more likely to be sustained over time than any single intervention.

SOCIAL DIFFUSION THEORY: A theory of how new behaviors, ideas, or technology get infused into a population. By identifying and targeting early adopters in prevention efforts, bystander strategies maximize changes in social norms.

SOCIAL MARKETING: Social Marketing includes a broad range of strategies (such as program posters) utilized in service sites. Social marketing strategies increase basic awareness and mainstream social acceptance of the core language and principles of the Green Dot Strategy. These strategies work to increase the likelihood that new norms will spread throughout the priority population, in turn fostering a community that does not tolerate violent behaviors or situations.

STALKING: Repeated behaviors and actions targeted at a specific person causing fear for one's safety. Examples include repeated harassing texts/calls/posts, following, showing up at one's classes/home/workplace

STRENGTHEN (WHAT WE DO): One of the goals of the Green Dot Strategy: new behaviors are strengthened through reinforcement, practice and multiple exposures to key messages.

SUBGROUPS: Within the Provider's Priority Population (Community, University, High School or Middle School), there are subgroups of influence. Examples include clubs in the schools, firefighters in the community, etc.

SURVEYS: Baseline and post-strategy collection tools used to determine social norms changes.

SUSTAIN (WHAT WE DO): Changes through integrating key messages into the permanent infrastructure, replenishing the pool of early adopters and providing opportunities for growth.

TIMELINE OF ACTIVITIES: A form used to list specific activities and services that the provider is required to perform and to annually update. The timeline of activities is directly tied to the implementation plan.

URGENCY: A sense or feeling that is instilled through Green Dot; that we must act now to end violence and that everyone has a role to play. Action needs to be immediate.

VICTIM: A person who suffers from a destructive or injurious action or agency. Focusing prevention efforts on telling individuals to not be victims is not the focus of Green Dot.