



**Department of Health
Hillsborough County Health Department
Direct Services**

REQUEST FOR APPLICATIONS

**Family Planning Services
FY 2011/2012**

Application Deadline:

(Date Application is due: 8/19/11)

RFA #11-008

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

Organization Name: _____

Mailing Address: _____

City, State, Zip: _____

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

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

e-mail address: _____

Federal Employer Identification Number (FEID): _____

Contact Person: _____

Authorized Signature in blue ink: _____

Printed Name of Authorized Signature (above): _____

Title: _____

Date: _____

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TIMELINE FOR RFA

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

SCHEDULE	DUE DATE	LOCATION
Request for Applications Released	8/5/11	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Submission of Written Questions (Questions may be faxed or e-mailed)	8/10/11	Submit to: Hillsborough County Health Department Suzanne Horn, Health Center Administrator 4704-B Montgomery Ave. Tampa, FL 33616 Suzanne_horn@doh.state.fl.us Fax: 813-272-6767
Responses to Questions Posted	8/12/11	Posted electronically: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Sealed Project Applications Due to Department and Opened (NO faxed or e-mailed copies of applications will be accepted)	8/19/11	For U.S. Mail: Hillsborough County Health Department Lori Matthews 1105 E. Kennedy Blvd., Room 316 Tampa, FL 33602
Anticipated Evaluation of Applications	8/23/11	
Anticipated Deliberations Begin	8/24/11	If necessary
Anticipated Posting of Grant Opportunity Award	8/28/11	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm

SECTION 1.0 - INTRODUCTION

1.1 INTRODUCTION

The Department of Health – Hillsborough County Health Department (HCHD) will no longer be directly providing family planning services at its six outlying health centers. Therefore, the HCHD is seeking applications from providers who are interested in receiving both Federal Title X dollars and Legislatively appropriated State dollars to provide these services.

1.2 STATEMENT OF PURPOSE

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

1.3 FUNDING AVAILABILITY

The **total** amount available to the provider(s) will be \$542,850 for a period of time from September 1, 2011 through June 30, 2012. Renewal amount will be based on the State and Federal funding each year. This program is funded by Federal Title X and State General Revenue Categorical dollars.

1.4 NOTICE AND DISCLAIMER

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

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

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

SECTION 2.0 - BACKGROUND AND SERVICE INFORMATION

2.1 BACKGROUND

The goal of the Department of Health is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards.

Historically, the HCHD provided Family Planning services in its six outlying health centers.

Patient and visit numbers for the period 6/1/10 thru 5/31/11 are as follows::

Center	Patients	Visits	Approx. Medicaid	Approx. HMOs
North Hillsborough Health Center	1,799	3,452	8%	9%
Sulphur Springs Health Center	1,497	3,144	8%	16%
Kelton Health Center	1,156	2,415	15%	15%
Joyce Ely Health Center	1,263	2,816	10%	8%
Plant City Health Center	1,561	3,347	8%	8%
University Area Community Health Center	1,394	2,868	9%	13%

Following is the patient breakdown by fee scale percentage:

Clients, Visits, and Services - Date Range: 06/01/2010 - 05/31/2011

Site	Clients / Visits / Services	< = 100% FPL (0% SFS)	101% - 119% (17% SFS)	120% - 139% (33% SFS)	104% - 159% (50% SFS)	160% - 179% (67% SFS)	180% - 199% (83% SFS)	200% + (100% SFS)
North Hillsborough	Clients	589	207	154	85	68	43	677
North Hillsborough	Visits	1,109	408	335	173	139	100	1,293
North Hillsborough	Services	3,657	1,420	1,125	613	480	358	4,110
Sulphur Springs	Clients	345	816	113	32	24	6	266
Sulphur Springs	Visits	627	1,833	224	59	42	13	573
Sulphur Springs	Services	1,960	6,651	845	235	170	47	1,972
Floyd Kelton	Clients	324	243	140	76	57	25	368
Floyd Kelton	Visits	679	562	291	167	128	59	722
Floyd Kelton	Services	1,795	1,779	959	581	417	182	2,310
Joyce Ely	Clients	773	139	62	40	17	6	308
Joyce Ely	Visits	1,763	329	119	78	36	8	685
Joyce Ely	Services	5,764	1,110	436	249	126	30	2,150
Plant City	Clients	211	875	150	69	28	16	373
Plant City	Visits	425	1,932	346	160	52	35	733
Plant City	Services	1,370	6,085	1,103	507	178	121	2,373
University	Clients	721	220	81	32	19	13	356
University	Visits	1,515	470	179	62	48	24	683
University	Services	4,222	1,359	527	179	136	75	1,807
Total	Clients	2,947	2,484	694	334	212	108	2,337
Total	Visits	6,118	5,534	1,494	699	445	239	4,689
Total	Services	18,768	18,404	4,995	2,364	1,507	813	14,722

2.2 SERVICE INFORMATION

In order to provide continuity of care for HCHD patients and to ensure widespread coverage throughout the county, services are expected to be provided from service locations within zip codes: 33635, 33604, 33616, 33570, 33566, 33613. **HOWEVER**, services are to be provided to anyone who requests them, **REGARDLESS** of their place of residency. **Provider must indicate the residence zip code of each person receiving services.**

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

2.3 SERVICE PROVIDER CRITERIA

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

1. Public and/or not-for-profit entities.
2. All service Providers shall be licensed to do business in the State of Florida for the services they are proposing to deliver, have a 501 C (3) certification if the agency is not for profit, and meet all State and local laws and regulations.
3. Be willing to service all eligible consumers.
4. Furnish the eligible services listed in this RFA.
5. Any submittal by a person or affiliate that has been placed on the convicted vendor list shall be rejected as unresponsive and shall not to be further evaluated.

6. Provider’s practitioners delivering clinical services shall be duly licensed or certified to practice medicine/nursing in Florida and shall maintain good professional standing at all times and practice according to their individual practice acts/protocols. Providers dispensing family planning pharmaceuticals provided by HCHD shall maintain a professional license with qualification as a Dispensing Practitioner. The application for dispensing practitioner can be obtained at the following website: http://www.doh.state.fl.us/mqa/nursing/frm_ARNPdisp_regis.pdf
7. Staff shall be able to communicate with those being served and sensitive to a client’s ethnic and cultural background
8. Provider will be responsible for providing services in accordance with Title X Guidelines, herein incorporated by reference.
9. All of the OPA Instructional Series is hereby incorporated by reference. The series can be found at the following website: <http://www.hhs.gov/opa/title-x-family-planning/initiatives-and-resources/documents-and-tools/family-planning-instructions.html>

2.4 STANDARD CONTRACT

Each applicant shall review and become familiar with the department’s Standard Contract, Attachment I to this RFA which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract are non-negotiable. The terms covered by the “DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS” are hereby incorporated by reference. The standard contract terms and conditions are Attachment I. Additionally, each applicant should review and become familiar with the Financial and Compliance Audit, Attachment III as it is a requirement for contracts with Federal funding such as those included in this RFA’s resulting contract.

2.5 CONTRACT ATTACHMENT

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

SECTION 3.0 - FINANCIAL INFORMATION

3.1 FINANCIAL SPECIFICATIONS

This program is funded by Federal Title X and State General Revenue Categorical dollars.

The maximum amount available will be broken up by zip codes as listed below:

33635	\$103,142
33604	\$97,713
33616	\$75,999
33570	\$81,428
33566	\$97,713
33613	\$86,856

Patients will be served regardless of their place of residency; however, services will be provided from service locations within one or more of the zip codes listed above.

SECTION 4.0 – DESCRIPTION OF APPROACH AND EVALUATION

4.1 DESCRIPTION OF APPROACH TO PERFORMING TASKS

The respondent will provide a description of how it might approach performing the tasks identified in Section B

of the Family Planning Services Contract Attachment which is Attachment II to this RFA.

Work Plan shall include:

- Name of Service Category: Family Planning services
- Estimated total number of Family Planning Clients to be served only once during the program year.
- Narrative on delivery of Service: Describe how your agency will deliver the services and coordinate with other entities.
- Evaluation Plan: Describe at least 3 project objectives to meet Section 4.3 Major Program Goals.
- Program Goals. Consider the purpose behind the service you plan to provide and what your organization will achieve for clients by providing services.
- Target Population to be served: Clearly describe the target population with regard to age, sex, race/ethnicity, socio-economic status, geographic location by zip code.
- Other funding streams: Provide a detailed description of how your agency will ensure that client services provided to clients 101% to 250% of the FPL are documented and reported to the department.
- Confidentiality: Describe how your agency has implemented or will implement State of Florida, DOH policies pertaining to confidentiality.
- Accessibility: Describe how the proposed services shall assist persons in overcoming barriers to accessing and sustaining participation in health care services.
- Clearly describe collaborative efforts in coordinating and linking clients to care.

4.2 EVALUATION OF APPLICATIONS

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

SECTION 5.0 – MISCELLANEOUS

5.1 SUBCONTRACTORS

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

5.2 PROVIDER UNIQUE ACTIVITIES

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

5.3 E-VERIFY SYSTEM

The awarded applicant agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the State agency.

5.4 DESCRIPTION OF STAFFING AND ORGANIZATIONAL CAPACITY

The applicant's proposal must include:

1. A description of the staff who will provide the service, their qualifications, resumes and their license number; and,
2. A table of organization;
3. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
4. Documentation of financial stability such as a financial statement or audit.
5. Proof of current liability insurance or sovereign immunity;
6. Resumes of critical project/program staff.

5.5 TRAINING

Title X requires multiple training courses which include orientation courses and annual courses. It will be mandatory that all staff members who will be performing services under this Title X funding will be required to take this training. The training may be online, via a conference call or classroom training

Following is a list of currently required training programs:

Family Planning Training Requirements

All Staff

Orientation to Title X
Fundamentals of Family Planning
Program Guidelines for Project Grants for Family Planning Services (Title X)
HMS Coding Training

All Family Planning IOPs and TAGs
TAG 6: Florida Minimum Guidelines for Routine Contraceptive Management
TAG 16: Non-Directive Counseling of Clients
IOP and TAG 4: Provision of Family Planning Services to Minors, Florida Statute 381.0051
TAG 10: Provision of Sterilization, Sterilization Consent

STD TAGs: counseling, testing and treatment of STDs: CT, GC, syphilis, HIV, Hepatitis B

Medical Emergency Protocols: syncope (fainting), anaphylaxis, cardiac and respiratory difficulties/arrest, shock/hemorrhage, emergencies requiring EMS transport, (may include CPR training and blood borne pathogens.)

Eligibility Staff

Medicaid Family Planning Waiver Eligibility Training

Medical Providers : licensed staff

HIV 500 and 501
ACOG Guidelines
ASSCP Guidelines
Contraceptive Technology, 19th edition
2010 Treatment Guidelines

Physician Oversight

Experience in Family Planning (licensed in family practice, OB/GYN, documented training in FP) or training with a Title X preceptor.

Annual Education (must be included in orientation and annually thereafter)

Update in federal and state laws and local policy for reporting child abuse and human trafficking

Continuation education plan for staff to include the following:

Tobacco education and referral, secondhand smoke

STI/HIV counseling, risks associated with sexual activity

Preconception health, including folic acid supplementation

Contraceptive methods

Domestic Violence screening and referral

Sexual Coercion

Obesity and healthy diet

Mental Health screening and referral

SECTION 6.0 – SUBMISSION OF APPLICATION

6.1 REQUIRED DOCUMENTATION

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

1. Non-profit certification
2. Title Page
3. Description of Approach to Performing Tasks per Section 4.1 of this RFA.

6.2 COST OF PREPARATION

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

6.3 INSTRUCTIONS FOR SUBMITTING APPLICATIONS

1. Applications may be sent by U.S. Mail, courier or hand-delivered to the location as identified in the Timeline. Electronic submission, faxed or e-mailed applications will not be accepted.
2. Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the RFA number, as identified in the Timeline.
3. It is the responsibility of the applicant to ensure the application is submitted at the place and time indicated in the Timeline.
4. Late applications will not be accepted.

6.4 INSTRUCTIONS FOR FORMATTING APPLICATIONS

1. Applicants are required to complete, sign, and return the “Cover Page” with their application..
2. The pages should be numbered consecutively and one-inch margins should be used.
3. The font size and type is at the discretion of the applicant, but must be at least 10 point.
4. One (1) original application, four (4) copies of application and one electronic copy of the application on Compact Diskette (CD), and all supporting documents must be submitted. The original copy must be signed in “blue” ink or stamped original.
5. All materials submitted will become the property of the State of Florida. The State reserves the right to use any concepts or ideas contained in the application.

6.5 CONTACT PERSON AND APPLICATION DELIVERY INFORMATION

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

the RFA Timeline.

6.6 INQUIRIES/WRITTEN QUESTIONS

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

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

will be considered as an official amendment.

6.7 SPECIAL ACCOMODATIONS

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

6.8 CERTIFICATE OF AUTHORITY

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

6.9 MINORITY AND SERVICE - DISABLED VETERAN BUSINESS - PARTICIPATION

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Applicants are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

6.10 LICENSES, PERMITS & TAXES

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

6.11 VENDOR REGISTRATION

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

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

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

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

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

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

C. To the Following Governing Law

1. State of Florida Law

- 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 s.215.473, F.S. Pursuant to s.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 s. 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 section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. 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 section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

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

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

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

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

E. Monitoring by the Department

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

contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

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

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering 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 DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

Electronic Fund Transfer

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

Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. 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), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

END OF TEXT

ATTACHMENT II

A. Services to be Provided

1. Definition of Terms

a. Program or Service Specific Terms:

- 1) "Family Planning Services" means the comprehensive provision of medical knowledge, assistance, and services related to the planning of families and maternal health care. Family planning services are voluntarily selected by the client.
- 2) "Informed Consent" means a voluntary decision made by a client who has been fully apprised regarding the permanence, risks, benefits, and alternatives of the contraceptive method chosen.
- 3) "Federal Poverty Level" means the U.S. Department of Health and Human Services (HHS) issues new Federal Poverty Guidelines every year. These guidelines serve as indicators for determining eligibility and fee levels for Family Planning Services.
- 4) "Pharmaceutical" means a "prescription drug" as that term is defined at Section 499.003 (10) Florida Statutes (2010).
- 5) "Provider Practitioner" is a health care provider authorized by Florida law to possess, administer and dispense pharmaceuticals. Provider practitioners who dispense pharmaceuticals under this contract, in addition to their licenses to practice their respective professions, must maintain a valid dispensing practitioner registration that is issued under authority of Section 465.0276 Florida Statutes.
- 6) "Responsible Provider Practitioner" is a provider practitioner who is under contract with the department to assist in the performance of pharmaceutical dispensing and administration services for eligible patient/clients who are otherwise receiving family planning services under this contract and who is responsible for the receipt, custody, maintenance, recordkeeping, and disposition of pharmaceuticals that are provided to eligible patients/clients.
- 7) "Sliding Fee Scale" means predetermined levels for determining fees for services based upon income as measured against Federal Poverty level guidelines.
- 8) "Title X" refers to Public Law 91-572, Population Research and Voluntary Family Planning Programs a federal program that assist in the establishment and operation of voluntary family planning projects which offer a broad range of acceptable and effective family planning methods. The mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number of their children.

2. General Description

a. General Statement:

Clients served under this contract shall receive family planning services to include family planning education and counseling, medical examination, tests, treatment and procedures, and family planning drugs, devices, and supplies.

b. Authority:

Section 381.0051, Florida Statutes, Comprehensive Family Planning
Section 465.0276, Florida Statutes, Dispensing Practitioner
Section 499.003 (10) (54) (a) Florida Statutes, Definitions; Wholesale Distribution;
Chapter 64F-7, F.A.C., Family Planning Services
Chapter 64F-16, F.A.C., Eligibility and Fee Assessment for Services Offered By County Health Departments
Chapter 64F-12.023, F.A.C., Restricted Prescription Drug Distributor Permits; Special Provisions; Chapter 64F-12.012 F.A.C., Records of Drugs, Cosmetics and Devices
County Health Department (CHD) Guidebook

c. Scope of Service:

To provide the full array of comprehensive family planning services to women and men in Hillsborough County at or below 100% and up to 250% of poverty and to adhere to the federal Title X Family Planning Program Guidelines.

d. Major Program Goals:

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

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

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

To the extent that these goals are reached, there will be secondary gains in the number of persons who are economically self-sufficient and the number and percentage of children who grow up in permanent families free from abuse and neglect and who enter school ready to learn.

3. Clients to be Served

a. General Description:

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

b. Client Eligibility:

- 1) Clients eligible for reimbursement under this contract are those who are 250% or below the current federal poverty guidelines. Clients whose income is equal to or less than 100% of the Federal Poverty Guidelines will not be charged a fee.
- 2) Clients whose income is 101% to 250% of the federal poverty guidelines are to be screened on a sliding fee scale basis Attachment V and shall be charged according to a schedule of discounts based upon the Family Planning Sliding Fee Scale Instrument however no client will be turned away due to inability to pay. All funds collected from these clients will be utilized to support the program and reported to the department.
- 3) There are no gender or age limits for family planning services. Family planning services to minors shall be provided as authorized under Section 381.0051 (5), F.S.

c. Client Determination:

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

d. Contract Limits:

- 1) A minimum of _____ unduplicated clients shall be served for ___ months of family planning services. The period of service begins with the client's initial visit.
- 2) The provider will be reimbursed _____ of the total amount of the contract for direct services each month during the contract period.
- 3) A maximum of \$_____ may be used to reimburse the provider for expenditure of funds for the actual cost of chlamydia and gonorrhea treatment drugs and associated costs for the program serving clients covered under the Florida Infertility Prevention Project. The provider will be reimbursed ½ of this amount after 6 months of the contract. Nothing herein should be construed as authorizing the provider to purchase own or control pharmaceuticals. In order to purchase pharmaceuticals the provider must obtain a Health Care Clinic Establishment permit issued under chapter 499 part I Florida Statutes, to authorize the purchase and use of pharmaceuticals, including dispensing and administering the pharmaceuticals, at a services provision location.
- 4) The contract amount shall not exceed \$_____.
- 5) The provider shall not charge a co-payment for clients at or below 100% of Poverty.
- 6) Family Planning contraceptive drugs listed in Attachment VII, Pharmacy Order Form shall be provided to the extent of supplies available.

B. Manner of Service Provision

1. Service Tasks

a. Task List:

- 1) The provider shall have a face to face meeting with each client to ascertain his or her needs.
- 2) The provider shall develop a plan of care for each client. This plan shall contain the client's family planning needs, method(s), and education needs.
- 3) The provider shall assess and document the client's contraceptive knowledge and understanding of the chosen method prior to delivering the contraceptive or prescription. The provider shall address identified gaps in knowledge.
- 4) The provider shall document the medical history of the client and his or her family.
- 5) The provider shall perform a physical assessment of the client according to "Florida Minimum Guidelines for Routine Contraceptive Management" herein incorporated by reference and other provisions noted in the CHD Guidebook, herein included by reference.
- 6) The provider shall perform and arrange for analysis of the initial and annual laboratory testing to include at a minimum the tests outlined in "Florida Minimum Guidelines for Routine Contraceptive Management", herein incorporated by reference. The provider shall establish a confidential procedure for client notification and follow-up of abnormal laboratory findings.
- 7) The provider shall provide the client with the FDA approved method of contraception chosen by the client that is medically appropriate for the individual, as determined by the medical history and physical assessment.
- 8) The provider shall inform the client of the permanence, risks, benefits, and alternatives associated with the method chosen, whether prescriptive or non-prescriptive. The provider shall also educate the client about how the method works and how to use the selected method.
- 9) Informed consent must be documented and signed by the client for each method utilized by the client.
- 10) The provider shall maintain a current record on each individual served under the contract. This record shall include documentation of the medical history of the client and his or her family, physical assessment, provision of services, and informed consent.
- 11) The provider shall remove temporary methods such as intrauterine devices or systems (IUDs/IUSs) and Progestin-only implants at the client's request and with minimal delay.

- 12) The provider shall maintain the facilities in which the services are provided so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.
- 13) The provider shall maintain sufficient staff, facilities, and equipment to deliver the agreed upon services and shall notify the department immediately whenever it is unable, or will be unable, to provide the required quality or quantity of services.
- 14) The provider shall collect fees from clients whose income is above 100% of the federal poverty guidelines and shall charge based on a sliding fee scale, Attachment V of this RFA for clients whose income is higher. Fee decisions for minors who seek treatment without parental consent are to be based on the minor's own income.
- 15) The provider shall bill all available third parties legally obligated to pay for services prior to charging this contract. Back-up documentation for all third party collections, fees charged to clients with an income of 101% to 250% of the FPL and billings shall be maintained for inspection by the Hillsborough County Health Department Program staff and State/Federal Family Planning Review staff.
- 16) The provider shall conduct client satisfaction surveys Attachment VI to this RFA of all clients during the months of December and May in a manner which does not violate confidentiality and shall submit the completed surveys to the Department by the 15th day following the month of the survey.
- 17) The provider shall ask each returning woman if she has unintentionally become pregnant and each returning man if he has unintentionally fathered a child and if they have been a victim of intimate partner violence since the previous visit.
- 18) The provider shall keep an ongoing record of the number of unintended pregnancies and intimate partner violence reported by clients. They will document the numbers of unintended pregnancies, information supplied by clients regarding the failure of the contraceptive method and reports of intimate partner violence.
- 19) The provider, under the professional supervision of the responsible provider practitioner, shall maintain a monthly electronic Pharmaceutical Tracking Log of Department drugs received and used and shall reconcile the log with the actual inventory at the end of each month and report any discrepancies to the Department contract manager within five (5) days.
- 20) The provider, under the professional supervision of the responsible provider practitioner, shall order family planning prescriptive pharmaceuticals / methods and pregnancy tests adequate for a six week period at the end of the month using an electronic or other form provided by or approved by the Department's central pharmacy Attachment VII to this RFA. A signed hard copy will be attached to the monthly reports that are due on the 5th of the month. The Family Planning and Treatment Drugs available can be found on the above department order form. The provider may order quantities sufficient to provide up to 3 (three) months of family planning pharmaceuticals and/ or methods at a time per client.
- 21) The provider, under the supervision of the responsible provider practitioner shall

segregate all family planning pharmaceuticals provided by the Department for dispensing to clients who are eligible for services under this contract. The maintenance, storage, recordkeeping and disposition of the DOH provided pharmaceuticals shall comply with a Section 499.003 (54) (a) 4. Florida Statutes (2011) and Section 64F-12.012 Florida Administrative Code.

- 22) The provider, through the use of provider practitioners, shall provide comprehensive pharmacy dispensing services (e.g. dispensing, recordkeeping, drug utilization review, patient profile, patient counseling, and medication therapy management services).
- 23) The provider practitioner shall provide a written prescription for the medication being dispensed.
- 24) The provider and provider practitioners will adhere to all Federal, State, and local laws and requirements related to dispensing of family planning pharmaceuticals.
- 25) Medications, including stock medications from a licensed manufacturer, shall be appropriately labeled for dispensing in accordance with Section 499.007(2) F.S., Section 893.04(1)(e), F.S., and Rule 64B16-28.108 F.A.C.
- 26) The provider practitioners shall dispense medications with the shortest expiration dates first to prevent drugs from becoming outdated. Outdated or deteriorated family planning pharmaceuticals shall be removed from stock in accordance with Rule 64B16-28.110, F.A.C. They shall be provided to a person permitted under chapter 499 Florida Statutes as a Restricted Prescription Drug Distributor Reverse Distributor permittee or a Restricted Prescription Drug Distributor Destruction permittee to arrange for their destruction on behalf of the Department.
- 27) If applicable, upon execution of this contract, submit documentation of abortion clinical services and abortion administrative services from Title X family planning administrative services.
- 28) In accordance with 42 CFR 59.5 (2) the provider shall furnish services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the provider.
- 29) Staff providing services shall comply with the requirements of Sections 211 and 219 of the federal Department of Health and Human Services Appropriations Act of 1999 and F.S. 39.201 and 827 requiring notification or reporting of child abuse, child molestation, sexual abuse, rape or incest.
- 30) In accordance with Section 211 of the Federal Department of Health and Human Services appropriations act of 1999, the provider shall encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist coercion into engaging in sexual practices.

b. Task Limits:

- 1) Services shall be performed in compliance with Section 381.0051, Florida Statutes, Chapter 64F-7, Florida Administrative Code, and the CHD Guidebook, herein included by reference. To the extent that there is a conflict between the provisions of the CHD Guidebook and any provision of Florida or Federal law, the provision of law shall control.
- 2) All family planning services, including client records, appointments, lab reports, consent forms, client data collection, notification of abnormal lab results, and client billing must be delivered in a manner which ensures client confidentiality.
- 3) Acceptance of family planning services must not be a prerequisite to eligibility for or receipt of any other service, assistance from, or participation in any other programs for the client.
- 4) Clients must sign informed consent documents before they receive prescriptive contraceptive methods.
- 5) Contraceptive drugs, methods and pregnancy tests provided by the department through the Hillsborough County Health Department Pharmacy shall be dispensed only to eligible DOH patient/clients under this contract by _____names of providers/practitioners_____ on behalf of the provider.
- 6) Unused family planning pharmaceuticals shall be either reverse distributed or destroyed, at the election of the Department. Pharmaceuticals that are designated for reverse distribution shall be provided to a Restricted Prescription Drug Distributor, Reverse Distributor, permittee licensed under chapter 499 part I Florida Statutes for reverse distribution on behalf of the Department. Pharmaceuticals designated for destruction shall be provided to a person permitted under chapter 499 part I Florida Statutes as either a Restricted Prescription Drug Distributor, Reverse Distributor or as a Restricted Prescription Drug Distributor, Destruction permittee.
- 7) The provider agrees not to resell or transfer family planning pharmaceuticals/methods and pregnancy kits provided by the Hillsborough County Health Department Pharmacy to any other entity.

2. Staffing Requirements

a. Staffing Levels:

The provider shall maintain staffing levels as proposed in the response to this RFA to deliver the agreed upon services and to conform to all state and federal regulations. Changes to the staffing level must be approved by the Contract Manager.

The provider must employ at least one currently licensed medical provider practitioner on staff who is under contract with the Department to provide pharmaceutical dispensing and administering services to eligible family planning clients. The provider shall notify the department contract manager immediately should, for whatever reason; the provider does not employ a currently licensed medical provider practitioner.

b. Professional Qualifications:

The provider's practitioners delivering clinical services to DOH clients shall be duly licensed or certified to practice medicine/nursing in Florida and shall maintain good professional standing at all times and shall practice according to the constraints of their individual practice acts/ protocols. Providers dispensing family planning pharmaceuticals shall maintain a professional license with qualification as a Dispensing Practitioner. The provider shall maintain proof of such licensing or certification in the employee file. Provider agrees to give immediate notice to the department in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation of such licensure.

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

c. Staffing Changes:

If staffing changes are made provider must ensure the staff members continue to meet the staffing levels and professional qualifications in 2a and 2b above. The contract manager shall be notified only if staffing changes may interfere with the provider's ability to deliver the agreed upon services.

d. Subcontractors:

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

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

3. Service Location and Equipment – NOTE: THIS SECTION WILL BE NEGOTIATED WITH AWARDED PROVIDER

a. Service Delivery Location:

Services shall be provided at ___names of contract provider sites_____ using the provider's facilities and equipment, and/or at ___names of CHD sites_____ using the provider's equipment.

b. Service Times:

Services for visits at ___names of sites/locations_____ shall be provided on the following day and times (or as posted in the event of a change):

Day(s) of the week	Beginning and ending time
Thursday	9:00AM to 6:00PM (example)

Clients that have emergent issues or questions may contact the office during hours of operation listed below:

Day(s) of the week	Beginning and ending time
Tuesday	9:00AM to 4:00PM (example)

Changes in service times may be made by posting the new times and submitting the changes to the contract manager in writing.

c. Changes in Location:

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

4. Deliverables

a. Service Units:

A service unit under this contract is equivalent to one year of comprehensive family planning services per unduplicated client to be reimbursed at the time of the initial or annual physical. Repeat annual physical may be performed and reimbursed up to forty-five days (45) days prior to the last annual exam.

b. Reports:

- 1) The provider shall submit to the Hillsborough County Health Department Form 50 "Client Information System Health Management Component Client Service Record" Attachment VIII to this RFA or its equivalent for each client served in the previous month. These completed forms shall accompany the monthly invoice that is due within 15 days following the end of the month for which reimbursement is sought.
- 2) The provider shall submit a financial screening form for each client who is claimed as a client served for this contract. The form will be attached to the "Client Information System Health Management Component Client Service Record" or its equivalent.
- 3) The provider will report the number of clients screened each month according to the Family Planning program Sliding Fee Schedule. Reports include the number of clients screened at 101% through 250% of the Federal Poverty Level reporting the number of clients in each fee group.
- 4) The provider shall submit annually or upon request, information necessary to meet federal requirements.
- 5) The provider shall submit completed satisfaction surveys twice yearly at agreed upon times.
- 6) The provider shall submit to the department an invoice for services (Sample is

Attachment IX of this RFA) within 15 days following the end of the month for which reimbursement is sought. The provider shall attach to the invoice client documentation which shall include the name, social security number, date of birth, race, ethnicity, language, date and site of service for each client for whom reimbursement is sought.

- 7) The provider shall submit a quarterly (July – September, October – December, January – March, and April – June) unintended pregnancy report to the Hillsborough County Health Department within thirty days following the end of the reporting period. The report shall include the total number of returning clients by gender; the number of returning women having an unintended pregnancy; the number of returning men unintentionally impregnating a woman and the reasons for the family planning method failures. This report shall also include the number of clients that report intimate partner violence.
- 8) The provider shall provide the following monthly reports by the 5th of the month:
 - a. a report of the family planning pharmaceuticals dispensed for the preceding month by date and client identifier monthly
 - b. an electronic or paper copy of the current Pharmaceutical Inventory Log, Attachment X to this RFA as of the end of the preceding month
 - c. a signed hard copy of the DOH electronic Family Planning Pharmaceutical Order Form.
- 9) If the provider conducts abortion services, submit to the department upon execution of this contract a report that includes the following information:
 - a. Detailed documentation of how abortion services are clearly identifiable as separate services for family planning, i.e. abortion services are provided in a separate clinic, on different days, in a separate part of a building, use of different sign-in sheets.
 - b. A listing of site locations, schedules and other distinguishable evidence that clearly delineate the two programs.
 - c. Documentation of accounting policies and procedures that assures complete separation of Title X funds from funding for the abortion services.
 - d. The location in the provider's clinics and worksites where copies of Section 381.0051, Florida Statutes; Chapter 64F-7, Florida Administrative Code, Title X of the Public Health Service Act of 1970 (P.L. 910572) and the Title X Guidelines which define policy regarding administration of family planning services are maintained.
- 10) Upon execution of this contract, the provider shall submit certification to the Department that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts at coercion into engaging in sexual activities as required in Section 211 of the federal Department of Health and Human Services Appropriations Act of 1999.

c. Records and Documentation:

- 1) The provider shall maintain a current record on each individual served. The client record shall include documentation of client income, informed consent, medical history of the client and his/her immediate family, physical assessment, and dates and types of service provided. This documentation shall be retained as directed in the Standard Contract Section I.D. All information contained in health records is confidential, with access governed by state and federal laws.

- 2) The provider shall maintain an educational plan that includes written goals, programs with content outlines, and evaluation strategy.
- 3) The provider shall maintain a file of client satisfaction surveys that were completed during the months of May and December and shall be submitted to the department by the 15th day following the end of the month.
- 4) The provider shall maintain personnel records and subcontractor files that include, at a minimum, documentation of malpractice insurance, professional licensure and/or certification required to fulfill individual responsibilities.
- 5) The provider shall maintain an ongoing count of clients reporting intimate partner violence, the numbers of return clients, unintended pregnancies reported by these clients, and information regarding the cause of the failure of the contraceptive method.
- 6) The provider shall maintain a monthly Pharmaceutical Tracking Log Attachment X at each site, for each drug supplied by the Department which indicates the starting and ending inventory, the number of units dispensed daily, the number of units transferred between the main location and satellite locations and returned; the date of each transaction. No provision of this paragraph authorizes the transfer of a pharmaceutical from one location to another location to be stored and not used or returned daily to the originating location.
- 7) The provider, through the professional supervision of a provider practitioner, shall maintain a record of family planning pharmaceuticals / methods dispensed or administered by client identifier and date.
- 8) The provider must maintain a copy of Section 1008, Title X, Public Health Services Act of 1970 (P.L. 910 572) which prohibits the use of Title X funds in programs where abortion is a method of family planning.
- 9) The provider must maintain a copy of 42 CFR 59.5 which prohibits subjection of individuals to any coercion to accept services or to employ any particular methods of family planning.
- 10) The provider must maintain copies of Section 381.0051, Florida Statutes, Chapter 64F-7, Florida Administrative Code, and the Title X guidelines which define state policy regarding family planning services in the provider's clinics and worksites.
- 11) The provider must maintain copies of Sections 211 and 219 of the federal Department of Health and Human Services Appropriations Act of 1999 which define federal policy regarding notification or reporting of child abuse, child molestation, sexual abuse, rape or incest for the provision of counseling to minors on how to resist attempts at coercion into engaging in sexual activities.
- 12) The provider agrees to maintain confidentiality of all records required by law or administrative rule to be protected from disclosure. The provider agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by

the provider of confidential records whether public record or not and promises to defend the department against the same at its expense.

5. Performance Specifications

a. Outcomes and Outputs:

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

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

b. Standards Definitions:

- 1) The provider shall achieve a satisfactory or better rating on 90% of client satisfaction surveys.
- 2) At least 90% of clients will have a documented plan of care addressing their family planning needs as evidenced by a random record review.
- 3) The percent of returning female clients having an unintended pregnancy shall be less than 5%.
- 4) 100% of clients who have opted for specific family planning methods will be medically screened to assure the appropriateness and safety of the chosen method for that individual.

c. Monitoring and Evaluation Methodology:

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

submitted to the department by the 15th day following each survey period.

- 4) Procedures regarding corrections of the noted deficiencies are identified on the first page of the contract under Section E. Monitoring.

d. Performance Definitions:

All definitions are listed in Section AI of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities:

- 1) The provider shall complete Hillsborough County Health Department Form 50-9 "Client Information System Health Management Component Client Service Record", (Attachment VIII to this RFA is a sample) or its equivalent for each service performed for a client charged to this contract.
- 2) The provider, through the professional supervision of the responsible provider practitioner, shall maintain a segregated inventory, inventory records, and dispensing records to account for all drugs received from the department.

b. Coordination with Other Providers/Entities:

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

7. Department Responsibilities

a. Department Obligations:

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

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

b. Department Determinations:

The Department retains the exclusive authority to determine client eligibility.

C. Method of Payment

This is a combination fixed price and cost-reimbursement contract. The Department shall pay the provider(s) for the delivery of family planning service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$542,850 subject to the availability of funds at the price and limits listed below:

The contractor will receive the contracted funds divided into ten (10) payments for the delivery of family

planning services for a total of \$542,850 per contract period.

The Department further agrees to reimburse the provider for the actual cost of chlamydia and gonorrhea treatments drugs for clients being treated as part of the Florida Infertility Prevention Project in accordance with the terms of this contract for a total dollar amount not to exceed \$5,000. This payment is to be divided into two (\$2,500x 2) installments at 6 month intervals.(example) This payment is contingent on the drugs being properly purchased for such use. Prior Department approval is required for the method of obtaining and providing all such drugs that are pharmaceuticals.

The monthly payments will be made to providers who provide services from locations within the required zip codes to eligible patients, regardless of the residence zip code of patients served as follows:

Zip Code	Monthly Payment
33635	\$10,314
33604	\$9,771
33616	\$7,600
33570	\$8,143
33566	\$9,771
33613	\$8,686

The proposed service unit price shall include one month of family planning services for individuals less than 250% of the federal poverty level guidelines. Each unit will consist of the following minimum patient visits by the required zip codes:

Zip Code	Required Minimum Monthly Patient Visits
33635	250
33604	200
33616	175
33570	200
33566	225
33613	200

Financial Remedy: Should the provider not meet the minimum monthly visits listed above, the monthly payment will be reduced by \$43.00 for each visit under the required minimum.

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

Individuals are to be screened to determine eligibility according to the Federal Poverty Guidelines. Clients between 101% and 250% of the FPL are to be charged according to a schedule of discounts based upon the Family Planning Sliding Fee Scale Instrument. All funds collected from these clients will be utilized to support the program and reported to the department.

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

The provider shall request payment on a monthly basis through submission of a properly completed invoice Attachment IX to this RFA and supporting documentation listing each client by name, social security number, date of birth, race, ethnicity, language, date and location of service within 15 days following the end of the month for which payment is being requested. A Hillsborough CHD Form 50-9 "Client Information System Health Management Component Client Service Record" or its equivalent for each client provided a family planning service during the billing period shall be submitted with the monthly invoice.

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

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

D. Special Provisions

1. Services must be provided without regard to religion, race, color, national origin, creed, handicap, sex, number of pregnancies, marital status, age, income, or contraceptive preference.
2. A provider practitioner employed by provider shall dispense contraceptive drugs provided by the department only to eligible clients under this contract and must maintain a segregated inventory, inventory records, and dispensing records to account for all drugs received from the department.
3. Any significant inventory shortages will be reported to the department within two working days of discovery of the shortage. Upon termination of this contract, any drugs remaining in the inventory will be returned to the department within 10 days of termination.
4. Assuming the provider obtains the appropriate licensure to purchase the pharmaceuticals; chlamydia medications will be purchased from an authorized source that is either the DOH central pharmacy or that is approved by the department and permitted under chapter 499 part I Florida Statutes to engage in the wholesale distribution of prescription drugs in Florida.
5. Unauthorized Use of Aliens. The department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
6. Grievance and Fair Hearing Procedures.
 - a. Grievances.
 - 1) The Provider will establish a system of internal agency procedures through which clients may present grievances if received services are reduced, suspended, or terminated or if dissatisfied with the way services are provided.
 - 2) The provider shall post Human Rights Advocacy Committee posters and have brochures available and accessible to the clients.

7. Use of Volunteers. The Provider will make maximum use of all available community resources, including volunteers serving under the Domestic Volunteer Services Act of 1973 (P.L. 87-394), and other appropriate voluntary organizations. (The use of such services shall supplement, but shall not be in lieu of, paid employees.)
8. Standards for Services and Construction of Facilities. The Provider will ensure that the services, facilities, and buildings used to provide services under this contract meet the standards as specified in 45 CFR 1386.17, Standards for Services and Construction of Facilities. The Provider will also comply with those standards required by local fire and health authorities.
9. Accessibility. The Provider assures that buildings used in connection with the delivery of services accessed under this contract will meet standards adopted pursuant to the Act of August 12, 1968 (42 U.S.C. 4151-4157), known as the Architectural Barriers Act of 1968.
10. Auxiliary Aids for Persons with Sensory, Manual, or Speaking Impairments. Department Headquarters and its contracted providers of client services will provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to participate in or benefit from Department programs and services. Auxiliary aids may include Braille and taped material, interpreters, readers, listening devices and systems, television decoders, visual fire alarms using strobe lights, captioned films, and other assistance devices for persons with impaired hearing or vision. The use of auxiliary aids will be at no cost to the client, employee, or applicant.
11. Human Rights/Abuse Reporting.
 - a. Human Rights/Abuse. The Provider assures that the human rights of all persons who are receiving services under programs assisted under this contract will be protected pursuant to Chapter 39 and Chapter 415, F.S., as it applies to client abuse.
 - b. Reporting. The Provider shall post in a readily accessible location, and visible to all clients, either procedures or a poster informing clients how they may contact the Human Rights Advocacy Committee.
12. Client Confidentiality. A signed and dated statement of understanding and agreement similar to that used by the department (Attachment XI) is required of each staff member of the provider.
13. Environmental Tobacco Smoke Clause. The provider shall comply with the Pro-Children Act of 1994, Public Law 103-227, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded health services on a routine or regular basis to children up to age 18. This law also applies to children's services provided in indoor facilities, which are constructed, operated, or maintained with such Federal funds. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Public Law 103-227 does not apply to children's services, which are provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.
14. Copyrights and Right to Data. Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Department has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark, or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to section 286.021, Florida Statutes, no person, firm or corporation, including parties to this contract, shall be entitled

to use the copyright, patent, or trademark without the prior written consent of the Department of State.

15. Contract Renewal. This contract may be renewed on a yearly basis for no more than two (2) years or for a period no longer than the term of the original contract, whichever is longer. Such renewals shall be contingent upon satisfactory performance evaluations as determined by the Department, and shall be subject to the availability of funds. The amount of the contract to be negotiated at the time of renewal, and will be based upon Federal and State funding.
16. Renegotiation. The provider and the department mutually agree to renegotiate and amend this contract for services to be rendered by the provider should it become necessary due to a reduction in the amount of available State/Federal funds. The department shall be the final authority as to the amount of funds available for this contract.
17. Public Entity Crime. As required by section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
18. Recoupment of Funds. No term or condition of this contract, including the obligation to inspect goods pursuant to section 215.422 Florida Statute, shall constitute a waiver by the Department to demand funds as provided herein. The Department has the right to demand the return of payments made to the provider, and to withhold future funds due to the provider, if the Department discovers through monitoring or otherwise, that payments were disbursed for goods and services which not rendered or which were rendered contrary to the terms and conditions of this contract. When exercising this right the Department is subject to the notice requirements set forth in paragraphs I.E. "Monitoring" and I.J. "Return of Funds."
19. Work And Gain Economic Self-Sufficiency (WAGES). WAGES is an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. Employment of WAGES participants is a mutually beneficial goal for the provider and the State of Florida in that it provides qualified entry level employees needed by many providers and provides substantial savings to the citizens of Florida.
20. Section 1008, Title X, of the Public Health Service Act of 1970 (P.L. 910572) prohibits the use of federal funds to pay for abortions. If the provider conducts abortion services, the provider must document measures taken to assure compliance with the separation of Title X Family Planning Services and abortion services upon execution of the contract and comply with these measures throughout the contract period.
21. Upon execution of the contract, the provider shall certify that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts at coercion into engaging in sexual activities as required in Section 211 of the federal Department of Health and Human Services Appropriations Act of 1999.

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

Audits

PART I: FEDERALLY FUNDED

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

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes,

the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

A. The Department of Health as follows:

SingleAudits@doh.state.fl.us

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

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

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

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

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

SingleAudits@doh.state.fl.us

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

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

A. The Department of Health as follows:

:

SingleAudits@doh.state.fl.us

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

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

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

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

PART IV: RECORD RETENTION

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

End of Text

EXHIBIT – 1

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

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

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

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

Matching resources for federal program(s) _____	CFDA# _____	Title _____	\$ _____
State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____	Title _____		\$ _____
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.			\$=====

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

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

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

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

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@doh.state.fl.us or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3071.

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

AUDITEE CERTIFICATION Date ____/____/____
Date Audit Received From Auditor: ____/____/____
Name of Certifying Official: _____
(Please print clearly)
Title of Certifying Official: _____
(Please print clearly)
Signature of Certifying Official: _____

ATTACHMENT IV – EVALUATION CRITERIA

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

Category	RFA Section Number	Question	Maximum Possible Point Value	Points Awarded
		Action Plan: Clearly describes the service to be provided, who will deliver the service, and develop an action plan with goals and objectives focused towards preventing unintended pregnancies	35	
		Coordination With Other Entities How well did the proposer describe how they will coordinate with other related programs, (i.e. meetings, needs assessments, work groups, conferences)	10	
		Approach To Performing Tasks How well did the proposer describe how tasks (Section 2.5) and performance measures (Section 2.8) will be accomplished in the program?	55	
		Total	100	

NO MORE TEXT ON THIS PAGE

ATTACHMENT V

SLIDING FEE SCALE

FAMILY PLANNING PROGRAM

SLIDING FEE SCALE

ANNUAL INCOME RANGES

Effective March 3, 2011
Attachment 2

Use Only for Family Planning Clients

64F-16, Florida Administrative Code and s.154.011,(1),(c),7, F.S.;

FEE GROUPS":

Family Size		A	B	C	D	E	F	G
1	<=	\$10,890	\$10,891 - \$14,156	\$14,157 - \$17,423	\$17,424 • \$20,690	\$20,691 . \$23,957	\$23,958 - \$27,225	\$27,226 +
2	<=	\$14,710	\$14,711 - \$19,122	\$19,123 - \$23,535	\$23,536 - \$27,948	\$27,949 - \$32,361	\$32,362 - \$36,775	\$36,776 +
3	<=	\$18,530	\$18,531 - \$24,088	\$24,089 - \$29,647	\$29,648 - \$35,206	\$35,207 - \$40,765	\$40,766 - ~6,325	\$46,326 +
4	<=	\$22,350	\$22,351 - \$29,054	\$29,055 - \$35,759	\$35,760 - \$42,464	\$42,465 - \$49,169	\$49,170 - \$55,875	\$55,876 +
5	<=	\$26,170	\$26,171 - \$34,020	\$34,021 . \$41,871	\$41,872 . \$49,722	\$49,723 - \$57,573	\$57,574 - \$65,425	\$65,426 +
6	<=	\$29,990	\$29,991 - \$38,986	\$38,987 - \$47,983	\$47,964 - \$56,980	\$56,981 - \$65,977	\$65,978 - \$74,975	\$74,976 +
7	<=	\$33,810	\$33,811 - \$43,952	\$43,953 • \$54,095	\$54,096 - \$64,238	\$64,239 - \$74,381	\$74,382 - \$84,525	\$84,526 +
8	<=	\$37,630	\$37,631 - \$48,918	\$48,919 • \$60,207	\$60,208 - \$71,496	\$71,497 - \$82,785	\$82,786 • \$94,075	\$94,076 +
9	<=	\$41,450	\$41,451 - \$53,864	\$53,885 - \$66,319	\$66,320 - \$78, 54	\$78,755 - \$91,189	\$91,190 - \$103,625	\$103,626 +
10	<=	\$45,270	\$45,271 - \$58,850	\$58,851 . \$72,431	\$72,432 - \$86,012	\$86,013 - \$99,593	\$99,594 . \$113,175	\$113,176 +
Percent Poverty		<=100%	101%-129%	130%.159%	160%-189%	190%-219%	220%.250%	251+%
Percent of Full Fee		no fee	17%	33%	50%	67%	83%	100%

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

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

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

NOTES: For families with more than 10 members, add \$3,820 for each additional member to fee group A.

END OF ATTACHMENT V

ATTACHMENT VI

Organization Name: _____

CUSTOMER SATISFACTION QUESTIONNAIRE

We want to know what you think! Please take a minute to fill out this survey so we may continue to improve our services. We are committed to provide you with the best service possible and need your honest opinions—positive or negative. We cannot improve what we don't know about!

DATE: _____

Service received (check all that apply):

1. Overall, how satisfied were you with the services provided today?

- Very Satisfied
- Satisfied
- Neither Satisfied nor Dissatisfied
- Dissatisfied
- Very Dissatisfied

2. How satisfied were you with the time it took to be served today?

- Very Satisfied
- Satisfied
- Neither Satisfied nor Dissatisfied
- Dissatisfied
- Very Dissatisfied

3. Which one of the following is most important to you?

- Courteous staff Communication Quality of Service
- Knowledgeable staff Service time Other _____

4. Did we provide you with quality service? YES NO

5. As a customer, did you feel respected? YES NO

How can we improve the services you receive from us?

If you would like to be contacted please provide the following information:

Name: _____ Daytime Telephone Number: _____

Address: _____

END OF ATTACHMENT VI

ATTACHMENT VII

HILLSBOROUGH COUNTY HEALTH DEPARTMENT HCHD FAMILY PLANNING PHARMACEUTICAL ORDER FORM

Page 1 of 1

Location:

*Inventory total OC pills listed per package - NOT per full box

DATE Order

Inventory Date

Inventory Date

Instructions - see bottom of form

Date Prepared: (MM/DD/YYYY)

Requisition # Contract # - YYMMDD-Location

Drug Description:	DOH Stock #	Quantity Requested	Unit of Issue	Quantity Issued	Price	Total	Current Inventory	Post Order Inventory	Inventory 6/30/10
Cervical Cap			Ea				-	-	-
Diaphragm Flexible Arching Spring 65mm	6505-600-0035-3		Ea				-	-	-
Diaphragm Flexible Arching Spring 70mm	6505-600-0036-1		Ea				-	-	-
Diaphragm Flexible Arching Spring 75mm	6505-600-0037-0		Ea				-	-	-
Diaphragm Flexible Arching Spring 80mm	6505-600-0038-8		Ea				-	-	-
Diaphragm Flexible Arching Spring 85mm	6505-600-0039-6		Ea				-	-	-
Diaphragm Flexible Arching Spring 90mm	6505-600-0040-0		Ea				-	-	-
Diaphragm Flexible Arching Spring 95mm	6505-600-0041-8		Ea				-	-	-
Folic Acid 400 mg. tabs - 100 / bottle	6505-600-0140-6		Btl				-	-	-
Lo-Ovral - 6 cycles / pkg.	6505-600-0162-7		Pkg				-	-	-
Mirena IUS			Ea			#VALUE!	-	#VALUE!	-
Medroxyprogesterone Acetate-G (Depo) 150 mg/ml syringe	6505-600-0189-9		Syr			-	-	-	-
Metro-gel .75% 70 Gm Tube w/Applicator	6505-600-0121-0		Tube			-	-	-	-
Ortho Micronor - 6 cycles / pkg	6505-600-0172-4		Pkg			-	-	-	-
Ortho Novum 7/7/7 - 6 cycles / pkg	6505-600-0176-7		Pkg			-	-	-	-
Ortho Tri-Cyclen - 6 cycles / pkg	6505-600-0175-9		Pkg			#VALUE!	-	#VALUE!	-
Ortho Tri-Cyclen Lo - 6 cycles / pkg	6505-600-0190-2		Pkg			#VALUE!	-	#VALUE!	-
Paragard IUD	6505-600-0084-1		Ea			#VALUE!	-	#VALUE!	-
Qupid Pregnancy Kits - 50 Test / Box	6505-600-0150-3		Box			-	-	-	-
HCG Controls	6505-600-0151-1		Ea			-	-	-	-
Triamcinolone Cream (Tac Cream)	6505-600-0077-9		Tube			-	-	-	-
Desogen (Solia/Ortho Cept) 6 cycles / box	6505-600-0184-8		Box			#VALUE!	-	#VALUE!	-
Norinyl 1/35 (Generic Ortho novum) 6 cycle / box	6505-600-0185-6		Box			#VALUE!	-	#VALUE!	-
Terconazole Cream (Terazol 7)	6505-600-0120-1		Tube			-	-	-	-
Plan B Pack	6505-600-0198-8		Box			#VALUE!	-	#VALUE!	-
Prenatal S Vitamins (100 tablets / bottle)	6505-600-0191-1		Btl			-	-	-	-

Requestor Name :

Date Sent:

Contact Phone #:

Order Filled by:

Date Order Sent to PPCC:

FP Pharmacy Contract Amount:

Previous Order Amount Spent YTD:

Current Order Total: #VALUE! #VALUE!

Current Amount Spent YTD: #VALUE! #VALUE!

Remaining Contract Amount: #VALUE! #VALUE!

Special Requests for individual clients

Complete sections in yellow ONLY

E-mail Requisition to

Received by PPCC on ___/___/___ by _____

ORDER FORM COMPLETION INSTRUCTIONS:

1. Click on square to designate Location placing order
2. Enter Date Order Prepared - **allow one from time of order to receipt of drugs**
3. Complete Requisition # with YYMMDD and Location
4. Enter Most recent Monthly Inventory Date and the total number of units in stock (sum for ALL locations in the building both Naples & Immokalee)
5. Enter the Quantity being requested - **order should not exceed quantity needed for 4-6 weeks**
6. Enter the Requestor Name with the name of the person preparing the order
7. Enter the contact number for the person completing the requisition

NOTE: Only enter data into cells that are highlighted in yellow

ATTACHMENT VIII



CLIENT INFORMATION SYSTEM HEALTH MANAGEMENT COMPONENT CLIENT SERVICE RECORD PERSONAL HEALTH

A. CLIENT DEMOGRAPHIC INFORMATION

1. Transaction

Add Client <input type="checkbox"/>	Update Demog. Info <input type="checkbox"/>	Change Client I.D. <input type="checkbox"/>
----------------------------------------	------------------------------------------------	------------------------------------------------

2. Client I.D. - Input for all GF Transactions

--	--

3. Change Client I.D. to

--	--

4. Client Name

Last <input style="width: 100%;" type="text"/>	Suffix <input style="width: 100%;" type="text"/>	First <input style="width: 100%;" type="text"/>	Middle <input style="width: 100%;" type="text"/>
---------------------------------------------------	-----------------------------------------------------	----------------------------------------------------	-----------------------------------------------------

5. Mailing Address, Number & Street

--

6. Zip Code

--	--

7. County

--	--

8a. Date of Birth

mo <input style="width: 100%;" type="text"/>	da <input style="width: 100%;" type="text"/>	yr <input style="width: 100%;" type="text"/>
-------------------------------------------------	-------------------------------------------------	-------------------------------------------------

8b. DOD Verif. 9. Sex

10. Race 11. Ethnicity

12. Family I.D. 13. Relationship

14. Medicaid ID No.

15. Also Known As Last Name First

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
-------------------------------------------	-------------------------------------------

B. TRANSACTION CONTROL NO.: CIMIS*

19. Serving Unit a. Dist. <input style="width: 100%;" type="text"/> b. Area <input style="width: 100%;" type="text"/>	c. Unit <input style="width: 100%;" type="text"/>	20. Service Location <input style="width: 100%;" type="text"/>	20. Fee mo <input style="width: 100%;" type="text"/>	da <input style="width: 100%;" type="text"/>	yr <input style="width: 100%;" type="text"/>	Use ONLY if Inclusive		
						19. Special Group <input type="checkbox"/>	20. Family Income <input style="width: 100%;" type="text"/>	21. Family Size <input style="width: 100%;" type="text"/>

LOCAL USE ONLY

C	22. Prog. Comp.	23. Service	24. I.D.	25. Results	26. Customer	27. Employee Position No.	Notes
1	<input style="width: 100%;" type="text"/>						
2	<input style="width: 100%;" type="text"/>						
3	<input style="width: 100%;" type="text"/>						
4	<input style="width: 100%;" type="text"/>						
5	<input style="width: 100%;" type="text"/>						
6	<input style="width: 100%;" type="text"/>						
7	<input style="width: 100%;" type="text"/>						
8	<input style="width: 100%;" type="text"/>						

DH 50-99, 11/96 (Replaces HRS Form 50-99 which may be used)
(Form Number: 50-99-09A-0001-01)

Original—DATA ENTRY Copy—FILE

Attachment IX

Invoice

Vendor Name: _____

Vendor Address: _____

Required Attachments:

- Patient Encounter Forms
- Patient Satisfaction Surveys (December and June only)
- Report of number of clients screened by Federal Poverty Guideline Groups for those at 101% through 250%.
- Quarterly Unintended Pregnancy Report (September (due to start up 9/1 only one month to be reported this quarter), October thru December, January-March and April through June)
- Report of family planning pharmaceuticals dispensed, by date and client identifier.
- Pharmaceutical Tracking Log
- DOH electronic Family Planning Pharmaceutical Order Form

Month/Year for Which Payment is Being Requested: _____

Fixed Price Amount: \$ _____

Pharmaceutical Amount: \$ _____

Total Amount Invoiced: \$ _____

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

Signature of Provider/Agency

Date

Title of Signing Authority

FOR HCHD Use Only:

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

Date of receipt of invoice: _____

Date services were received: _____

Date services were inspected & approved: _____

Contract Manager's Signature

Contract Manager's Supervisor's Signature

Fiscal Use Only (Budget Codes): 64362962000 / 86 / 2986C

ATTACHMENT X



CLINIC PHARMACEUTICAL INVENTORY LOG

Clinic _____ Medication/Strength _____ Page _____

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

ATTACHMENT XI



Acceptable Use and Confidentiality Agreement

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

Security and Confidentiality Supportive Data

W S

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

Position Related Security and Confidentiality Responsibilities

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

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

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

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

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

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

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

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

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

Grid for listing confidential information sets

Penalties for Non Compliance

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

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

DOH Worker's Signature

Date

Supervisor or Designee Signature

Attachment XII

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 [EPLS database](#) ____
____ Verification Date _____

Signature

Date

Name _____
08/06

Title _____

Attachment XIII
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

signature

date

name of authorized individual

Application or Contract Number

name of organization

address of organization

STATE OF FLORIDA DEPARTMENT OF HEALTH

CIVIL RIGHTS COMPLIANCE CHECKLIST

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

Part I

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

2. POPULATION OF AREA SERVED. Source of data:

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

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

NA YES NO

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

7. Compare staff Composition to the population. Is staff representative of the population?

NA YES NO

If NA or NO, explain.

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

NA YES NO

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

NA YES NO

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

NA YES NO

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

NA YES NO

PART II.

NA YES

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

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

NA YES NO

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

NA YES NO

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

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

YES NO

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

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

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

YES NO

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

YES NO

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

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

YES NO

DOH USE ONLY

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

END OF TEXT