

COVER PAGE

**FLORIDA DEPARTMENT OF HEALTH
GADSDEN COUNTY HEALTH DEPARTMENT**

RFA #: 13-008

REQUEST FOR APPLICATIONS

ABSTINENCE EDUCATION PROGRAM

Applicant Name _____

Applicant Mailing Address _____

City-State-Zip _____

Telephone Number _____

Fax Number _____

Email Address _____

Federal Employer Identification Number (FEID) _____

Authorized Signature (Manual) _____

Authorized Signature (Typed) and Title _____

County and Areas to be Served _____

Total Grant Amount Requested _____

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

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

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TIMELINE
RFA #13-008

Prospective applicants shall adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
RFA Released and Advertised	3/19/2013	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm http://myflorida.com/apps/vbs/vbs_www.main_menu
Submission of Written Questions (Questions may be faxed or e-mailed)	by 5:00pm EST 3/22/2013	Submit to: Lilea_Spence@doh.state.fl.us Lilea_Spence@doh.state.fl.us
Responses to Questions Posted	3/26/2013	Posted electronically via : http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm http://myflorida.com/apps/vbs/vbs_www.main_menu
Pre- Application Conference Call	At 2:00 p.m. EST 3/26/2013	The dial in number for the pre-application conference call is: TBD. To obtain the call in number contact (850) 875-7200 ext. 340 on March 25, 2013.
Sealed Grant Applications Due to Department and Opened (No Faxed or E-mailed Copies of Applications Accepted)	3/29/2013 at 3:00 p.m. EST	<u>U.S. Mail:</u> Florida Department of Health Gadsden County Health Dept. Attention: Bid Package P.O. Box 1000 Quincy, FL 32355 <u>For Overnight or Hand Delivery (Physical Address):</u> Florida Department of Health Gadsden County Health Dept. Attention: Bid Package 278 LaSalle Laffall Drive Quincy, FL 32353
Anticipated Evaluation of Grant Applications	3/29/2013 at 3:10 p.m. EST	Review and Evaluation of Grant Applications Begins

Schedule	Due Date	Location
Anticipated deliberations with Anticipated Awardees Begins	4/1/2013	Deliberations and budget revisions, if necessary, prior to grant awards.
Anticipated Posting of Intent to Award	4/2/2013	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm http://myflorida.com/apps/vbs/vbs_main_menu
Anticipated Grant Start Date	4/8/2013	

It is the applicants' responsibility to regularly check the department's website for updates.

SECTION 1.0 INTRODUCTION

1.1 STATEMENT OF PURPOSE

The Gadsden County Health Department is seeking applications from qualified applicants to provide school and community-based abstinence education program services to help prevent and reduce the incidence of out-of-wedlock pregnancies, sexually transmitted diseases (STDs) and school drop-out occurrences among teenagers.

1.2 FUNDING SOURCE

This project is funded with Federal Title V funding authorized and appropriated by the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act) [Pub. L. 111-148], which amends section 510 of the Social Security Act [42 U.S.C. § 710]. The Affordable Care Act restored funding for the State Abstinence Education Program.

1.3 FUNDING AVAILABILITY

The initial period will be for less than one year and the funding prorated to \$90,000 accordingly. Applicants may submit only one application for consideration under this Request for Applications. Subject to future availability of funds, the department reserves the right to renew or continue any grants(s) resulting from this RFA.

1.4 FUNDING PERIOD

The initial term of the contract resulting from this RFA shall be for a funding period of approximately 5 months beginning from the date of execution of the contract through August 30, 2013. It is anticipated that the project will begin April 8, 2013 and end August 30, 2013. Subsequent funding periods will be September 1st through August 30th.

1.5 PROJECT PERIOD

The initial project period lasts less than one contract year.

1.6 ELIGIBLE APPLICANTS

Eligible applicants include public and private organizations. Faith-based organizations may apply for funding under this RFA; however, following federal guidelines, religion can not be taught or promoted as a part of this program. Grantees may not provide sectarian instruction, worship, prayer or proselytization. All organizations and agencies submitting an application for funding are advised that in accepting state dollars under this RFA, as a sub-recipient, they will be required to comply with all state laws, executive orders, regulations and policies governing these funds.

1.7 MATCHING FUNDS REQUIREMENT

Projects funded under this RFA are required to provide a 100% match of the dollars requested. The match requirement may be provided as cash or in-kind services consisting of any dollars, space, resources, or time that will be dedicated to the proposed activities not covered by the grant request. The local match must be directly related to delivery of the proposed project, not overall agency operation, and must occur during the proposed funding period. Matching funds or in-kind services cannot be provided using federal dollars and cannot support the promotion of contraceptives or condom use. Additionally, cash or in-kind services for services and activities used primarily for youth younger than age 12 and older than age 19 may not be used as match.

Efforts that are not positive in nature or which extend beyond “educating and supporting” adolescents in their decision to postpone sexual involvement may not be used as match.

1.8 MAXIMUM GRANT REQUESTS

The prorated award for the 5 month period and this RFA will be a maximum of \$90,000. An annual grant amount will be \$135,000.

1.9 PERFORMANCE-BASED FUNDING ALLOCATION

The department has identified specific deliverables for which a pre-determined percentage of the total grant award has been assigned. See the chart below. The Performance-Based Funding Allocation Worksheet has been completed and included as Attachment VI. **Applicants shall not submit applications with a funding distribution different than the percentages shown below.**

DELIVERABLES	% OF BUDGET	BUDGET ALLOCATION	TOTAL PROJECTED NUMBER OF UNITS TO BE PROVIDED	COST PER UNIT
Unduplicated Youth Clients	35%	\$31,500	334	\$95.00
Program Completers	30%	\$27,000	266	\$101.50
Male Youth Clients	15%	\$13,500	100	\$135.00
Hours of Program Services	10%	\$ 9,000	134	\$67.16
Parents/ Significant Adults	10%	\$ 9,000	80	\$112.50
TOTAL GRANT REQUEST	100%	\$90,000		

Youth client participation in one-time presentations and other positive youth development activities, if applicable, may be included when determining the Number of Unduplicated Youth Clients, Male Youth Clients, and Hours of Service for calculating per unit costs.

1.10 CONTINUATION OR GRANT RENEWALS

If funding is available, grants awarded under this RFA may be renewed or continued, in whole or in part, by the department on an annual basis for up to three 3 years. Continuation or renewal of grants is not guaranteed and shall be based upon successful performance of the grantees, as determined solely by the department, and the availability of funds. The department may request an annual continuation application allowing the grantees to improve or modify programmatic objectives and activities, the completion of outcome measures, or the program budget.

1.11 NOTICE AND DISCLAIMER

Grant awards will be determined by the Department of Health, Gadsden County Health Department at its sole discretion in accordance with the department’s Guidelines for Financial Assistance Awards based on the availability of funds. The department reserves the right to offer multiple grant awards 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 applicants prior to the offer of a grant award or execution of the Contract. Applicants may decline the modified grant award and may request a commensurate modification in the scope of the project.

If, during the grant funding period, the authorized funds are reduced or eliminated by the federal grantor agency, the department may immediately reduce or terminate the grant award by written notice to the grantees. No such termination or reduction, however, shall apply to allowable costs already incurred by the grantees to the extent that funds are available for payment of such cost (for a 12 month cycle).

SECTION 2.0 PROGRAM OVERVIEW

2.1 PROGRAM PURPOSE

The overarching purpose of Florida's Abstinence Education Program is to reduce teenage sexual activity, teenage pregnancy, births to unwed teens and the transmission of sexually transmitted infections (STIs) by promoting abstinence until marriage as the expected societal norm for youth.

2.2 PROGRAMMATIC AUTHORITY

The grantee must comply with all applicable State and Federal laws, regulations, action transmittals, program instructions, review guides and similar directives.

2.3 MAJOR PROGRAM GOALS

The following are overall program goals designed to achieve the program purpose:

- 2.3.1 **State Goal:** To increase the number of adolescents between the ages of 12 and 19 participating in abstinence education and abstinence-promoting activities.
- 2.3.2 **State Goal:** To increase participation by males between the ages of 12 and 19 in abstinence education and abstinence-promoting activities.
- 2.3.3 **State Goal:** To increase participation of parents and significant adults in abstinence education and abstinence-promoting activities.
- 2.3.4 **State Goal:** To increase the percentage of youth served that demonstrate both an increased understanding of the benefits of delaying sexual activity until marriage and an increased intention to delay sexual activity until marriage.

2.4 PRIORITY (FOCAL) POPULATION

Applications submitted in response to this RFA shall focus on adolescents 12 to 19 years of age that reside within the geographical area the proposed project will serve, with particular attention given to those groups which are most likely to bear children out-of-wedlock.

2.5 SCOPE OF SERVICES/FUNDING PRIORITIES

The grantees will provide abstinence education and abstinence promoting activities for no fewer than 500 unduplicated youth (for a 12 month cycle), or 334 unduplicated youth for the reduced time cycle, between the ages of 12 and 19 years old. It is anticipated that effective promotion and implementation of abstinence education will occur through empowering communities to replicate evidenced-based, medically-accurate programs and activities. This includes developing community partnerships and engaging in community collaborations that facilitate positive connections between youth and other young people and adults. All programs and services must focus on males and females, parents, guardians and other primary caregivers, siblings of teen parents and the local community. These communities may contain high-risk factors, such as, high teen pregnancy rates, high teen birth rates, high teen sexually transmitted disease rates or high school drop-out rates.

Program services and activities shall be designed and implemented to meet the identified needs of the priority (focal) population. It is required that all programs primarily focus on abstinence education, as well as, promote positive community values and encourage healthy lifestyle choices for youth. Unique programmatic designs that offer creative approaches to providing intensive and long-term abstinence education services and activities, including positive youth development activities which support the overall purpose of the abstinence education program

are encouraged. Abstinence education programs may be developed specifically for this grant funding or provide an abstinence education component to an existing after-school, community-based or school-based youth development project.

Applicants that are awarded will submit required documentation and data to be utilized in a program evaluation. Documentation required for this information may include but are not limited to sign-in sheets, pre and post tests and classroom observation.

2.6 USE OF GRANT FUNDS

In addition to providing abstinence education classes and abstinence promoting activities, the types of positive youth development activities that may be funded under this RFA in support of the abstinence education and abstinence promoting activities include, but are not limited to:

- establishment of after school programs
- home work assistance activities
- academic assessment, tutoring, preparation for exams
- structured recreation (sports and fitness activities)
- community service/outreach
- one-on-one mentoring
- cultural enrichment, arts and creative self expression
- alcohol, tobacco and other drug prevention
- character education
- resistance/life skills
- relationship building
- career counseling and other work readiness related activities
- spring break or summer camps
- abstinence or other after school service clubs
- teen parenting instruction, including the importance of marriage, commitment, responsible parenthood, fatherhood, and the potential harms of out-of-wedlock childbearing

2.7 ALLOWABLE AND UNALLOWABLE COSTS

2.7.1 Definition of allowable and unallowable expenditures are defined by at least one of the following:

- Reference Guide for State Expenditures found at http://www.myfloridacfo.com/aadir/reference_guide/
- Florida Statutes (F.S.) (Section 112.061, Section 286.27)
- Florida Administrative Code (F.A.C.) (rule 3A-40.103)
- Office of Management and Budget (OMB) Circulars A-110-General Administrative Requirements
- A-133-Federal Single Audit
- A-122-Cost Principles for Not-For-Profits
- A-87-Cost Principles for State and Local Governments
- A-21-Cost Principles for Universities, Federal Public Laws
- Catalog of Federal Domestic Assistance (CFDA)
- Code of Federal Regulations (CFR).

It should be noted that once federal funds are allocated to a state agency, the Florida Department of Financial Services considers the funding to be subject to the same standards and policies as funding allocated by the State legislature. Section 17.29, F.S., gives the Chief Financial Officer (CFO) the authority to prescribe any rule he considers necessary to fulfill his constitutional and statutory duties, which include, but are not limited to, procedures or policies

related to the processing of payments from any applicable appropriation. The powers and duties of the CFO are set forth in Chapter 17, F.S. Section 17.03(1), F.S., requires that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State.

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

2.7.2 Allowable costs - must be reasonable and necessary and include, but are not limited to the following:

1. Personnel salaries and fringe benefits
2. In-state travel in accordance with Section 112.061, F.S. and Department of Health policies and procedures
3. Office space, furniture, and equipment
4. Program related expenses, such as office supplies, postage, copying, telephone, utilities, insurance, advertising and subscriptions to abstinence education related publications
5. Computer hardware and software
6. Direct service provision and activities
7. Promotional activities
8. Media and marketing activities
9. Abstinence education curricula and supporting material
10. Financial compliance audit if required by Attachment VIII
11. Level II background screening

2.7.3 Unallowable costs - include, but are not limited to the following:

2.7.3.1. Per rule 3A-40.103, F.A.C., expenditures from state funds for items listed below are prohibited unless "expressly provided by law":

- Telegrams
- Flowers
- Presentment of plaques for outstanding service
- Decorative items (globes, statues, potted plants, picture frames, etc.)
- Greeting cards (per Section 286.27, F.S. use of state funds for greeting cards is prohibited)

2.7.3.2 Unless specifically authorized by law, the expenditure of state funds for the following items related to professional and occupational licenses are not allowable:

- Florida or other bar dues
- Professional license fees
- Occupational license fees
- Driver license fees
- Other fees for licenses required for an individual to pass the examination for any of the above licenses, unless the training is directly related to the person's current official duties related to delivery of the program services
- Examination fees for professional occupational or other licenses for a person to perform his or her official duties

2.7.3.3 Other unallowable costs and expenditures include:

- Cash awards to employees or ceremony expenditures

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

2.8 SERVICE DELIVERY STRATEGIES

While other positive youth development activities may be provided in support of the abstinence education program, abstinence education must be the primary project focus. All programs must serve the minimum number of unduplicated youth as required in **Section 2.5**. Applicants receiving funds from other sources that focus on issues other than abstinence education must describe how the proposed abstinence education services and activities will be interwoven into that program, if applicable. Additionally, any other youth development activities provided must not be inconsistent or conflict with the abstinence education program requirements. Other youth development activities may not promote, endorse, distribute, demonstrate or provide instruction on the use of contraception or condoms. Information on contraception or condoms, if provided, must be age appropriate and presented only as it supports the abstinence message being presented.

2.8.1 Delivery of Abstinence Education Program Services and Activities

All proposed projects; including those providing other positive youth development activities as identified in **Section 2.6**, must include the delivery of abstinence education classes to youth as the primary activity using an appropriate abstinence education curriculum selected in accordance with the requirements contained in **Section 2.8.2**. Classes must be delivered throughout the course of the funding period and may be provided in school-based or after-school settings. All classes are required to consist of a minimum of **five (5)** one-hour contact sessions in duration, but may be longer. A contact session is the amount of time spent delivering the project services and activities to the youth clients during each encounter. The one-hour contact sessions should be conducted in multiple class sessions and may be supplemented with other positive youth development activities. All contact sessions should be rounded up or down by the half hour. A contact session that lasts from 31 to 90 minutes should

be counted as a one-hour contact session, while 91 to 120 minutes should be counted as two one-hour contact sessions. When it is not feasible to conduct the required **five (5)** one-hour contact sessions over an extended period, grantees may use a combination of one-hour sessions and two-hour sessions to achieve the minimum **five (5)** hours of contact. Grantees will be required to submit quarterly reports that document the abstinence education class sessions held, other positive youth development activities provided, the number of youth in attendance, the number of service hours provided, the number of youth completing the various program services offered, and the locations in which services and activities are provided.

Grantees are encouraged to provide the core abstinence education curriculum in a variety of settings, including but not limited to public and private schools, religious institutions, local community centers, youth camps, juvenile justice programs, alcohol and drug rehabilitation settings, after-school programs, other existing youth development programs, and on college and university campuses. Applicants are also encouraged to provide services in counties that do not have existing state or federally funded abstinence education programs.

Applicants are encouraged to use youth leaders and/or peer-educators during program activities and services following the positive youth development model which strongly promotes youth leadership. Youth leaders and peer-educators should be older than or comparable in age to the youth engaged in the program. The applicant must develop a protocol for the training and use of youth leaders as mentors or leaders prior to their use. An adult leader or instructor must accompany youth leaders whenever they are engaged with youth clients in the program. Youth leaders and peer educators are not responsible for delivering curriculum, but may be used to lead ice breakers, assist with classroom set up, provide youth testimonies of positive decision-making, assist in planning and organizing activities, facilitate youth-led discussions and other comparable tasks.

Parents or guardians are an integral part of the abstinence education program services. Programs for parents and guardians must include an emphasis on explaining adolescent growth and development, risk and protective factors, the benefits of abstinence, information on prevention of teen pregnancy and STDs, development of parent and child communication skills and the need to establish positive connections and linkages with schools, teachers and community resources to ensure success. Applicants must use a parent curriculum, approved by Central Office, for educating parents and guardians. Curriculum components should include at a minimum: how to better communicate with their school age children or adolescents about important issues such as abstinence, early sexual activity, teen pregnancy, STDs, alcohol, tobacco and drug use, and other risk-taking behavioral issues.

2.8.2. Abstinence Education Curricula and Other Educational Material Use

Applicants are required to use the evidence based program model from the Federal Health and Human Services list of approved programs, Making a Difference and Promoting Health among Teens - Abstinence Only will be used for this project.

Graphic images of genitalia for purposes of illustrating the effects of STDs are inappropriate for certain age groups, especially if classes are not gender separated.

Grantees may also select or develop educational materials such as brochures, videos, guest speakers, etc. for use in meeting the needs of the focal population. Each product, however, will need prior approval of the department if grant or matching funds will be used to purchase, produce or reproduce the material. Any material used in the program cannot be inconsistent with the department's Abstinence Education Program requirements. All curricula and written and oral materials must contain technically and medically accurate and up to date information and must be non-biased by race, gender, creed or religion. Applicants must assure that this

requirement will be met by signing and returning Attachment VII, Written Assurance of Accuracy with the grant application. This document will be signed by the grantee and submitted with the contract to the program office. All materials must utilize a positive approach that encourages and supports the focal population in learning about sexuality and the value of postponing sexual activity, as well as teaching skills needed to succeed in achieving this goal.

2.8.3. Religious Advisory

The Abstinence Education Program adheres to the federal guidelines for exclusion of the teaching or practicing of religion within funded programs. Programs may not teach or promote religion and are required to be accessible to any interested participant, regardless of religious affiliation. Violation of these guidelines may result in termination of the Contract at the sole discretion of the department.

2.8.4. Collaboration

Grantees are required to establish at least one collaborative partnership per year to carry out the proposed program of services and activities. Collaboration is beneficial in developing broad-based support for abstinence education as a means of encouraging adolescents to postpone sexual involvement until marriage. Applicants are encouraged to include primary adult caregivers and adolescents in their planning and implementation of the project.

As evidence of collaborative partnerships, applicants must provide signed copies of letters of agreement or commitment from schools, school districts, and other local organizations where program services and activities will be implemented. As the letters are attained throughout the grant period, copies of each letter should be submitted to the program office as part of the monthly report. Such letters of agreement or commitment must define the specific role, desired activity, and the expected outcome for each partner. Letters of support or agreement with other collaborative partners, identifying their role and their contribution to the project may also be provided. Each collaborative partner is encouraged, but not required, to provide some type of match (in-kind or cash) to the project.

2.8.5. Community Education

Grantees are required to plan and implement community education strategies that move communities beyond awareness by mobilizing them to action. This effort is to include coordination and cooperation with other community organizations and interested persons to provide school and community-wide awareness activities.

Community education events may include one-time presentations and activities. Such activities are not educational classes, but are an opportunity for the grantee to inform the community about the advantages of abstinence education for teen pregnancy and sexually transmitted disease prevention. They also provide an opportunity for promotion of the applicant's abstinence education program and its services to youth, parents, guardians and the community at-large. Community education activities should involve different sectors of the community in a variety of ways. Examples include presentations at civic clubs, neighborhood association meetings, handing out informational material at health fairs, or participation in other community-wide events. It is important that programs include diverse audiences and perspectives in the delivery of services and activities. Diversity is viewed as a mixture of race, culture, age, gender, economic status, and educational levels.

Grantees will be required to submit in their quarterly progress report documentation of the community education events held, including the number of individuals in attendance, locations, dates and times of presentations and activities.

2.9 PROGRAM EXPANSION

Grantees are encouraged to support the department in efforts to expand the Abstinence Education Program into Florida counties that are not currently receiving abstinence education and activities. Grantees should clearly state whether the county or counties intended for program services are currently receiving state or federal funding for abstinence education. It should also be indicated if the county or counties proposed for implementation are receiving services but the grantee will be servicing a different geographical area within the county or community.

2.10 METHOD OF PAYMENT

The department shall pay the grantees using a fixed price, unit costs method of payment for the delivery of services provided in accordance with the terms and conditions of the contract. Payment is contingent upon the submission of: a properly completed invoice as described in **Section 2.10** under Invoicing and Payment of Invoice; required supporting documentation; approval of said documentation by the contract manager; and compliance with other requirements of the contract. Payment may be authorized only for the service units and activities that are in accordance with those identified in the contract and that are in compliance with the grant terms and conditions.

2.11 INVOICING AND PAYMENT OF INVOICE

The Grantees shall request payment on a monthly basis through the submission of a properly completed invoice for payment within 15 days following the end of the monthly period. The invoice for payment shall be accompanied by a properly completed monthly Progress Report, as described in **Section 4.2**, and other supporting documentation as required by the department. Notwithstanding any other provisions of the resulting contract, failure of the Grantees to provide the services and activities as specified under the resulting contract may result in the department reducing or withholding payment.

At a minimum, the invoice must reference the billing period, the contract number, the pre-established funding allocation for each deliverable, the unit cost per deliverable, the number of units achieved for each deliverable, the amount of payment requested for each deliverable, the cumulative amount of funds earned to date for each deliverable, and the balance of funds budgeted for each deliverable. It must also include the original signature of an authorized agency representative and must be submitted within 15 days following the end of the monthly

reporting period. The following documents shall be submitted along with the invoice for payment:

1. A properly completed monthly progress report as identified in **Section 4.2**.
2. A completed cumulative Unduplicated Count of Clients Served form which tracks and reports the unduplicated number of youth clients, including the number of males, between the ages of 12 and 19 served for the entire quarterly reporting period. The Unduplicated Count of Clients Served form must be accompanied by sign-in sheets documenting the information contained on the cumulative Unduplicated Count of Clients Served form.
3. A completed cumulative Hours of Service Received by Clients form which tracks and reports the total number of program hours that youth clients between the ages of 12 and 19 received during the entire quarterly reporting period. The Hours of Service Received by Clients form must be accompanied by sign-in sheets documenting the information contained on the Hours of Service Received by Clients form.
4. A completed cumulative Program Completion Data form which tracks and reports the type of program activities provided as a part of the Abstinence Education Program and the number of all youth clients between the ages of 12 and 19 that complete at least 80 percent (80%) of the various types of program activities provided. The Program Completion Data form must be accompanied by sign-in sheets documenting the information contained on the Program Completion Data form.
5. Sign-in sheets containing the names of youth client participants, demographic information consisting, at minimum of, age, race and gender, and the original signatures of the youth clients. Sign-in sheets should also clearly document the date and location of service delivery.
6. Client satisfaction surveys from twenty-five percent (25%) of the unduplicated youth clients that participated in the abstinence education classes and supplemental abstinence education activities.
7. The number of parents and significant adults served accompanied by sign-in sheets documenting the information provided. Sign-in sheets should contain, at a minimum, the names of the participants, gender, and contact information such as a telephone number or e-mail address.
8. Documentation of the committed cash or in-kind match contribution achieved for the quarterly reporting period and the cumulative total achieved to date.
9. An expenditure report identifying actual expenditures for the month and cumulative expenditures to date by budget category and line item. Documentation such as receipts, canceled checks, paid invoices, timesheets, etc., which support the expenditures indicated on the report must be submitted to the designated contract manager, whenever requested.
10. Other supporting documentation as may be required in the quarterly Progress Report.

2.12 DEPARTMENT PROVIDED TRAINING AND TECHNICAL ASSISTANCE

All Grantees are required to attend at least one (1) mandatory technical assistance workshop hosted by the department to advise Grantees on program and other grant requirements at the beginning of the funding period. The costs of attending the technical assistance workshop should be included in the budget summary (Attachment IV) and budget narrative (Attachment V).

The department may provide technical support and assistance to Grantees within the resources of the department to assist Grantees in meeting the requirements of the contract. However, the

support and assistance, or lack thereof, shall not relieve the Grantees from full performance of the contract requirements.

2.13 EVALUATION OF APPLICATIONS

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

3.0 DEFINITIONS

3.1 GENERAL DEFINITIONS

1. **Applicant** - Entity applying for funding.
2. **CHARTS** – The Community Health Assessment Resource Tool Set data site maintained by the Department of Health which contains health statistics such as births, deaths, disease morbidity, population and behavioral risk factors.
3. **Contract Manager** - An individual designated by the Department of Health to be responsible for the monitoring and management oversight of the contract.
4. **Department** - The Florida Department of Health
5. **Standard Contract** – Basic outlining of legal and programmatic requirements by the Department of Health for entering into agreement with a separate party.

3.2 PROGRAM SPECIFIC DEFINITIONS

- 3.2.1. **A through H Federal Guidelines** – The required guidelines for abstinence education programs, materials and activities which include the following:
(A) has as its exclusive purpose, teaching the social, psychological, and health gains to be realized by abstaining from sexual activity; (B) teaches abstinence from sexual activity outside marriage as the expected standard for all school age children; (C) teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems; (D) teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity; (E) teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects; (F) teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child’s parents, and society; (G) teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances; and (H) teaches the importance of attaining self-sufficiency before engaging in sexual activity.
- 3.2.2. **Abstinence Education Class** – a course of instruction using an appropriate abstinence education curriculum and other supplemental or supporting material and information which must be approved by the department prior to use.
- 3.2.3 **Applicant** – Public and private organizations, including faith-based organizations, schools, local county health departments and divisions of local governments and other public agencies operating within the State of Florida that respond to this RFA.
- 3.2.4. **Client** - an individual receiving services from a provider delivering abstinence education and abstinence-promoting activities or other positive youth development activities.

- 3.2.5. **Completer** – A youth client who enrolled and successfully completes eighty percent (80%) or more of the abstinence education curriculum and other positive youth development activities, if any, being offered by the provider.
- 3.2.6. **Encounter** – Each time a youth client participates in an abstinence education class, abstinence-promoting activity, or other positive youth development activity.
- 3.2.7. **Enroll** – To involve clients in program services and activities for a specified period of time.
- 3.2.8. **Enrollee** – An unduplicated youth client who participates in an abstinence education class, abstinence-promoting activity, or other positive youth development activity for a specified period of time.
- 3.2.9. **Evidence-Based Program** – curricula that has been rigorously evaluated with proven outcomes by the Federal Department of Health and Human Services.
- 3.2.10. **Focal or Primary Population** – A specific group of youth or individuals identified by the department as the focus of the abstinence education services and activities, or other positive youth development activities funded under this RFA.
- 3.2.11. **Grantees** – The successful applicant awarded a grant to provide abstinence education program services and activities under this RFA.
- 3.2.12. **Intervention** – Intervention services are programs where the focus of the abstinence education curriculum, and other program services and activities are directed to youth between 15 and 19 years of age.
- 3.2.13. **Letter of Agreement or Commitment** – An agreement in which organizations, individuals, or agencies, provide matching funds, in-kind services or use of facilities to an individual or organization delivering abstinence education and abstinence-promoting activities.
- 3.2.14. **Medically Accurate** - medical information that is verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete.
- 3.2.15. **Positive Youth Development** – A policy perspective that emphasizes providing services and opportunities to support all young people in developing a sense of competence, usefulness, belonging and empowerment by creating a continuum of services and opportunities that offer youth information and learning experiences that help them choose healthy lifestyles.
- 3.2.16. **Presentation** - A one-time delivery of appropriate abstinence education information.
- 3.2.17. **Prevention** – Prevention services are programs in which the focus of the abstinence education curriculum, and other program services and activities are directed to youth between 12 and 14 years of age.
- 3.2.18. **Procurement Method** – The department’s standard procedure for purchasing with state funds to ensure equal and fair competition between vendors and to secure a purchase that is in the best interest of the department and the state.
- 3.2.19. **Quarterly Progress Report** - Documentation related to abstinence education services and activities performed by the provider during a specific period of the year and submitted to the department on a quarterly basis.
- 3.2.20. **Sexually Transmitted Disease (STD)** – As defined by the National Institute of Allergies and Infectious Diseases, a sexually transmitted disease is any contagious disease that is transmitted through direct person to person sexual contact. Sexually transmitted diseases are contracted through exchange of semen, blood, or any other body fluids or by direct sexual contact with affected body area of an individual who has a sexually transmitted disease.

- 3.2.21. **Significant Adult** – A person standing in place of a parent, such as a guardian, foster parent, grandparent, or other relative.
- 3.2.22. **Sign-in Sheet** – A listing of participants in each abstinence education class, abstinence-promoting activity, or other positive youth development activities supported by the original signatures or original initials of the participants.
- 3.2.23. **Subcontractor** - An individual or entity, which signs a contract and is retained to perform or satisfy any portion of the obligations of this contract. (A subcontractor does not receive a W-2, Wage and Tax Statement and is not considered an employee).
- 3.2.24. **Supplemental Activity** – An activity carried out by the provider that supports the core abstinence education curriculum and is designed to meet the unique needs of the focal population or the grantees and is also consistent with other program requirements.
- 3.2.25. **Total Encounters** – The total number of times a youth client participates in an abstinence education class, abstinence-promoting activity, or other positive youth development activity provided through this funding.
- 3.2.26. **Unduplicated Count** – Each new youth client contact.
- 3.2.27. **Volunteer** – An individual who agrees to provide services to an abstinence education program without monetary compensation.
- 3.2.28. **Youth Client** – A youth participant between the ages of 12 and 19 years old receiving services from a grantee delivering abstinence education and abstinence-promoting activities and other positive youth development activities.
- 3.2.29. **Youth Risk Behavioral Survey (YRBS)** - An anonymous, self-reporting survey instrument completed every two years in Florida's high schools to assess high-risk behaviors, including sexual activity, among 9th through 12th grade students. The survey is conducted, by the department, in conjunction with the federal Centers for Disease Control and Prevention.

4.0 REQUIRED PROGRAM REPORTS

Where the resulting contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The department, at its option, may after having given the grantees a reasonable opportunity to complete the report, or to make the report adequate or acceptable, declare the agreement to be in default. The grantees shall provide the department with the following reports:

4.1 WORK PLAN

A properly completed work plan must be submitted within 15 days following the effective date of the contract. The work plan must be submitted in a format provided by the department and shall minimally contain the following:

- 4.1.1. Local Program Goal which describes the expected long-term effects of the proposed project.
- 4.1.2. Description of the priority focal population to be served by the project.
- 4.1.3. Programmatic Objectives directly related to achievement of the Major Program Goals identified in **Section 2.3** and the identified local program goal. Programmatic objectives should describe the results to be achieved and the manner in which results will be achieved by the project.

- 4.1.4. Identification of the resources available to operate the program (inputs), things that the project will do to achieve the programmatic objectives (activities), the amount of product or services the program intends to provide (outputs), and the intended outcomes or specific changes expected to result from the program activities (outcomes).
- 4.1.5. Sources of data that will be used to document how the inputs, activities, outputs and outcomes will be measured.
- 4.1.6. Persons responsible for carrying out the identified activities.
- 4.1.7. Timelines for achieving the identified activities.
- 4.1.8. Identification of collaborative partners and their roles and responsibilities in implementation of the project.
- 4.1.9. Mechanism for internal monitoring of the agency's performance on each activity and progress toward meeting the programmatic objectives.

4.2 MONTHLY PROGRESS REPORT

A properly completed monthly progress report shall be submitted by the 15th day of the month following the end of the month documenting the deliverables performed during that monthly period. All deliverables will need to be fulfilled prior to submission of the final invoice and progress report. The monthly progress report must accompany the invoice for payment and shall minimally include the following:

- 4.2.1. Description of the agency's progress in meeting each of the programmatic objectives identified in the work plan, including the identification of any problems or constraints encountered during the month, including any changes in resources available to operate the program.
- 4.2.2. Identification of outstanding issues and concerns, including programmatic strengths, weaknesses, opportunities and threats and how these outstanding issues and concerns will be addressed.
- 4.2.3. Identification of administrative issues, including budgetary and personnel concerns or changes, changes in location or service delivery methods, as well as, any changes or addition of sub-contractual agreements.
- 4.2.4. Identification and documentation, as required by **Section 2.10**, of the number of unduplicated youth clients served; unduplicated male youth clients served; cumulative hours of service received by youth clients; and the number of youth clients completing 80 percent (80%) of the various types of program activities provided.
- 4.2.5. Description of abstinence education and abstinence promoting activities conducted specifically for parents and other significant adults during the month, including the number of parents and significant adults served accompanied by sign-in sheets, as described in **Section 2.10**, documenting the information provided.
- 4.2.6. Description of collaborative partnership activities held, including identification of any new partnerships achieved during the month, if any.
- 4.2.7. Identification of any special events or media activity, if any, implemented or approved materials produced or purchased and distributed during the month for the purpose of program marketing.
- 4.2.8. Description of community education or community support activities conducted during the month.
- 4.2.9. Description of activities carried out during the month for sustaining the project once funding is no longer available.

4.3 EXPENDITURE REPORT

The grantees shall submit a monthly expenditure report stating, by budget line item, all expenditures made as a direct result of services provided through the funding of the contract to

the department within 15 days of the end of each month. Each report must be accompanied by a statement signed by an individual with legal authority to bind the grantees certifying that these expenditures are true, accurate and directly related to the contract.

5.0 TECHNICAL SPECIFICATIONS

5.1 CLIENT DETERMINATION

In the event of any disputes regarding eligibility of clients the determination made by the department is final and binding on all parties.

5.2 CLIENT LIMITS

Applicants are required to serve at least 334 unduplicated youth during the course of the 12 month project period. The numbers of clients proposed to be served by applicants are planning estimates only and the department reserves the right to alter or adjust the number of proposed clients by any amount deemed necessary or the locations of service provision.

5.3 TASK LIST

The grantees shall implement the following service delivery activities for promoting abstinence education to their focal population within their geographical area:

- 5.3.1. Enroll no fewer than 500 unduplicated youth for a 12 month period, or 334 for the reduced time period, including a specific portion of males.
- 5.3.2. Recruit a specific number of parents, guardians, and significant adults to participate in abstinence education or abstinence-promoting activities.
- 5.3.3. Recruit and train appropriate staff and volunteers to provide abstinence education classes and abstinence-promoting activities and other positive youth development activities, if applicable, to focal population.
- 5.3.4. Submit a work plan, in a format provided by the department, identifying programmatic services and activities to be delivered on a quarterly basis. These services and activities must support the Major Program Goals identified in **Section 2.3** through the delivery of abstinence education and abstinence-promoting activities and other positive youth development activities, if applicable, to the identified focal population.
- 5.3.5. Provide continuous abstinence education classes to the focal youth population, along with establishing collaborative relationships with local schools and other community-based organizations to present abstinence education classes and other support services to youth and their families.
- 5.3.6. Provide abstinence education classes and abstinence-promoting activities to the parents and guardians of youth participants, other significant adults, families and community members.
- 5.3.7. Identify site(s) at which to conduct abstinence education classes and abstinence-promoting activities, and other positive youth development activities, if applicable.
- 5.3.8. Obtain client satisfaction surveys from at least twenty-five percent (25%) of the youth client participants in the abstinence education classes utilizing the survey format provided by the department.
- 5.3.9. Maintain sign-in sheets for each abstinence education class or abstinence-promoting activity and positive youth development activity, if applicable, containing client demographic information, their name, original signatures or initials of the participants, the name of the program or activity, and the location, date and time of the class or activity using the sign-in sheet format provided by the department. Client demographic information for youth will minimally consist of age, gender and race.

- 5.3.10. Educate the local community about the benefits of abstinence education through the use of materials developed by the department, abstinence presentations, and collaborative relationships with school districts and other local agencies and organizations.
- 5.3.11. Obtain satisfaction surveys from all parents and other significant adults participating in parent education activities using a format developed by the provider until such time as a standardized format is provided by the department.
- 5.3.12. Review the abstinence education curricula used in the program and any other materials and information provided to all clients served by the Abstinence Education Program to ensure that all materials are medically accurate. Any out-of-date information or research must be updated with medical data that reflects the most currently accepted medical facts for the topic.
- 5.3.13. Maintain an operational electronic mail (e-mail) account that is monitored daily during regular business hours. The department must be notified in writing of any changes to the electronic mail address within ten days after such changes are made.
- 5.3.14. Participate in any department-sponsored workshops, conferences, or other community outreach activities.
- 5.3.15. Designate appropriate staff to participate in the regularly scheduled quarterly conference calls as directed by the department.

5.4 TASK LIMITS

The grantees shall not perform any tasks related to the project other than those described in **Section 5.3** without the express written consent of the department.

5.5 STAFFING LEVELS

Each applicant shall include their proposed staffing for technical, administrative, clerical support and direct service provision. Grantees shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the grantees' staffing levels do not conform to those promised in the application, it shall advise the grantees in writing and the grantees shall have forty-five (45) days to remedy the identified staffing deficiencies.

The grantees shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee who meets the profession qualifications as identified in section 5.6. The department's designated contract manager will exercise final judgment in this matter.

5.6 PROFESSIONAL QUALIFICATION

The grantees will be responsible for the staff affiliated with the project, ensuring they have the education, experience and training necessary to successfully carry out duties, including any professional licensure or certification which may be required by law. All program staff and volunteers must support the goals and objectives of the program and shall be prohibited from proselytizing or promoting religion, contraceptive or condom use, or other disallowed or conflicting information while performing activities under the contract.

5.7 STAFFING CHANGES

The grantees shall staff the project with key personnel as identified in the application. If the grantee deems it necessary to change the personnel structure, the grantee shall notify and obtain written approval from the department prior to changing any of the proposed individuals. Written justification must be submitted to the department and should include documentation of the circumstances requiring the changes and a list of proposed substitutions in sufficient detail.

The department may agree to accept personnel. Any such substitution shall be made only after consultation with department staff.

5.8 SERVICE DELIVERY LOCATION

Applicants must demonstrate that the proposed services and activities will be provided in locations that are readily accessible to the focal population. The locations proposed for the delivery of services and activities must be identified in the applicant's response to the RFA. Changes in the proposed locations may be requested by the department, if deemed necessary, to preclude duplication of abstinence education services and activities or to ensure that services are delivered in those areas of the community with the highest teenage pregnancy rates or within those zip code areas with the highest numbers of STD cases as indicated by the department's most current version of CHARTS. CHARTS may be accessed at the following website: <http://www.floridacharts.com/charts/chart.aspx>.

5.9 SERVICE TIMES

Applicants must demonstrate that the proposed services and activities will be offered during hours and at times that are convenient to the identified focal population. Hours of operation must be identified in the response to the RFA. Grantees must remain operational throughout the project term.

5.10 CHANGES IN LOCATION

Grantees shall notify the department at least one week prior to making any changes in location that will affect the department's ability to contact the grantees by telephone or facsimile. This must be done in writing.

5.11 EQUIPMENT

Applicants must include any consideration for costs associated with the provision of equipment and computer software in the cost proposal in response to **Section 7.10**. Such costs may include, but is not limited to, computers, telephones, copiers, fax machines, equipment maintenance and office supplies. Computer capability, at a minimum, must be maintained allowing for operation of Microsoft Windows XP, Excel, and electronic mail. Title (ownership) to all property and equipment of a non-expendable nature purchased with grant funds is vested with the Department and the State of Florida. Upon the conclusion or termination of the contract, possession of non-expendable property and equipment valued in excess of \$1,000 will revert to the state.

5.12 SERVICE UNITS

The unit costs for each deliverable derived by the applicant for the entire project period and provided on the Performance-Based Allocation Worksheet submitted with the application shall be the amount the applicant is paid for each service unit during the project period should a grant be awarded.

5.13 BACKGROUND SCREENING AND E-VERIFY

Grantees shall ensure that all employees and volunteers, regardless of age, are background screened in accordance with Sections 110.1127 (3)(a),(3)(c),(4) and 435.04, Florida Statutes. Employees and volunteers include the head of the organization, any person who is responsible for finances, and anyone who has direct contact with youth. If there are questions as to whether a background screening is required for a particular position the provider should consult with the designated contract manager. Initial screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). Independent contractors, volunteers, subcontractors, students, interns, and other persons in

positions of trust or responsibility must also comply with the background screening requirements. The grantees shall be deemed the “employing agency” and “employer” for purposes of applying these statutes.

The grantees must initiate background screening, including fingerprinting, at the time an applicant accepts a job offer or a volunteer agrees to perform services for the organization. No employee or volunteer with responsibilities shall remain in service to the applicant related to this project with an unfavorable background screening or a background screening that reflects the offenses listed in Section 435.04(2), Florida Statutes. The background screening results shall be retained on file at the applicant’s location and made available for review during the contract manager’s site visit. Failure to comply with background screening requirements shall result in the department’s unilateral termination of this contract.

In accordance with Executive Order No. 11-02, all executive agencies shall require their contractors to utilize the U.S. Department of Homeland Security’s E-Verify system 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.

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

5.14 OUTCOMES AND OUTPUTS (PERFORMANCE MEASURES)

Grantees will be required to report monthly on the following outcomes and outputs as performance measures which support achievement of the Major Program Goals of the Abstinence Education Program as identified in **Section 2.3**:

- A. Number of unduplicated youth clients served by the program.
- B. Number of unduplicated male youth clients served by the program.
- C. Cumulative hours of service received by youth clients.
- D. Number of youth clients that complete at least 80 percent (80%) of the various types of program activities provided.
- E. Number of parents, guardians and other significant adults served by the program.

5.15 COORDINATION WITH OTHER ENTITIES

The grantees shall ensure that their services and activities are coordinated with programs and services provided by the department’s Division of Family Health Services and with any other applicants who may be engaged by the department to help facilitate the implementation of the Major Program Goals outlined in this RFA. Coordination may also include other local service grantees or entities for the purpose of service delivery or to ensure non-duplication of services and shall include, but are not limited to the Department of Education, county health departments, and other state or federally funded abstinence education grantees. Failure of

other entities does not alleviate the grantees from any accountability for tasks or services the grantees are obligated to perform pursuant to the resulting contract.

5.16 DEPARTMENT DETERMINATIONS

The department reserves the exclusive right to make certain determinations in these specifications. The absence of the department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

5.17 MINORITY PARTICIPATION

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

5.18 SPECIAL ACCOMMODATIONS

Any person requiring special accommodations because of a disability should notify the contact person as listed in **Section 6.4** at least five (5) work days prior to any pre-application conference, application opening, or meeting. If hearing or speech impaired, individuals should notify the contact person by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.19 SUBCONTRACTORS

The grantee 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. Any anticipated subcontracts known at the time of application submission and the proposed amount of the subcontract must be identified in the application. 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 responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The department encourages the use of minority vendors for subcontracting opportunities. The grantees shall provide a Quarterly Minority Business Enterprise Report utilizing the form contained in Attachment III summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month and for the project to date. The report shall be completed in accordance with paragraph H.4. of the contract and must be forwarded to the assigned contract manager.

6.0 SUBMISSION OF APPLICATION

6.1 COST OF PREPARATION

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

6.2 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. Faxed or emailed applications will not be accepted.

2. Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the application number, as identified in the Timeline.
3. It is the responsibility of the applicant to assure their application is submitted at the place and time indicated in the Timeline.
4. Late applications will not be accepted.

6.3 INSTRUCTIONS FOR FORMATTING APPLICATIONS

1. Applicants are required to complete, sign, and return the “Cover Page” with their application.
2. The application should be single-spaced and each Section shall not exceed the page limits as identified in **Section 7.0**, Grant Application Instructions.
3. The application must follow the Order of Submission as identified in **Section 7.11**.
4. The pages should be numbered consecutively and one-inch margins should be used.
5. The font size and type is at the discretion of the applicant but must be at least as large as the font type you are currently reading (Arial 11).
6. One (1) original application, four (4) copies of the 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 to indicate the original signature or it must be stamped original.
7. 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.

6.4 CONTACT PERSON AND APPLICATION DELIVERY INFORMATION

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

Contact Person – U.S. Mail

Lilea Spence
 Florida Department of Health
 Gadsden County Health Department
 P.O. Box 1000
 Quincy, Florida 32355-1000
 E-mail: Lilea_Spence@doh.state.fl.us

Overnight Shipping and Hand Delivery

Lilea Spence
 Florida Department of Health
 Gadsden County Health Department
 278 LaSalle Laffall Drive
 Quincy, Florida 32353
 E-mail: Lilea_Spence@doh.state.fl.us

6.5 PRE-APPLICATION CONFERENCE CALL

A pre-application conference call will be held at the date, times, and locations indicated in the Timeline. Applicants are encouraged, but not required, to participate in the pre-application conference call. The purpose of the pre-application conference call is to answer questions that have been submitted in writing by the due date as provided in the Timeline. Any statements made at the pre-application conference call are advisory only and shall in no way be considered as a change or modification to the contents of the RFA. Any questions as to the requirements of this RFA or any apparent omissions or discrepancy should be presented to the department in writing prior to, or during the pre-application conference call. The department will determine the appropriate action necessary, if any, and may issue a written amendment to the RFA. Only those changes or modifications issued in writing and posted as an official amendment shall constitute a change or modification to the RFA.

6.6 APPLICANTS INQUIRIES/WRITTEN QUESTIONS

Questions related to this RFA must be received in writing by the contact person identified above 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 or hand-delivered. No telephone calls will be accepted. Answers will be posted as indicated in the Timeline.

7.0 GRANT APPLICATION INSTRUCTIONS

7.1 APPLICATION CONTENT

Applications for funding must address all sections of the RFA in the order presented and in as much detail as requested. The provision of extraneous information should be avoided. Applicants should aim to adhere to the page limits as identified below.

7.2 COVER PAGE – One Page Limit

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

1. RFA number
2. Title of the Application
3. Legal name of the organization (applicant's legal name)
4. Organization's mailing address, including City, State and Zip Code
5. Telephone number, fax number and e-mail address of the person who can respond to inquiries regarding the application
6. Federal Employer Identification Number (FEID) of the organization
7. Signature of the person authorized to submit the application on behalf of the organization
8. Typed name and title of the person authorized to submit the application on behalf of the organization
9. Schools and or communities to be served
10. Total amount of the grant request

7.3 TABLE OF CONTENTS – Two Page Limit

Each copy of the application shall contain a table of contents identifying major sections of the application, as identified in **Section 7.11**, Order of Submission, with page numbers.

7.4 PROJECT ABSTRACT/SUMMARY – One Page Limit

The Project Abstract/Summary may be used to brief state officials and others about the proposed project. Applicants shall provide a succinct one-page summary of the proposed project in 500 words or less. The project abstract/summary should identify the main purpose of the project, the focal population to be served, types of services offered, the area to be served, expected outcomes, and the total amount of grant funds requested.

No points shall be awarded for this Section.

7.5 STATEMENT OF NEED – Two Page Limit

The Statement of Need shall be used to describe the need for the proposed project. Applicants shall identify in narrative form the following information:

1. Focal population and geographic area proposed to be served.
2. Need for the proposed abstinence education program services and activities in the local community, including any gaps (unmet needs) in services. Include data related to adolescent sexuality, including adolescent birth and pregnancy data and STD data. This

should include a comparison of data for the proposed project geographic area with statewide averages to demonstrate relative need for the project.

3. Whether there are any other state or federally-funded abstinence education programs operating in the county or local community proposed to be served including the following:
 - what focal population or area is being served by these existing programs
 - how the applicant proposes to avoid duplication of these existing services
 - how the applicant will prevent the supplanting of funds already being provided;
 - and how the proposed program will enhance or differ from the existing programs
4. Risk factors and other health and/or social indicators that contribute to the problem.
5. Impact of the problem on the identified focal population.
6. Any racial/ethnic and other health disparities related to adolescent pregnancies that exist within the local community.
7. The source(s) of all data and statistics used to validate the need.

Maximum number of available points for Section 7.5: 18 Points

7.6 PROGRAM DESCRIPTION – Three Page Limit

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

1. The age group of the priority focal population between the ages of 12 and 19 that will be the primary focus of the project.
2. The geographic area by zip code or neighborhood boundaries that the services and activities will cover and the sites where services will be provided. Indicate why those sites were chosen.
3. Each local programmatic objective proposed to be accomplished by the project, the results to be achieved and the manner in which the results will be achieved. Each objective must be directly related to achievement of the Major Program Goals identified in **Section 2.3** and must be quantifiable and measurable. At a minimum, include objectives related to recruitment of youth participants and the delivery of the abstinence education classes, male and parent involvement, and increasing community support for abstinence education.
4. List the intended outcomes or specific changes expected to result from the program activities.
5. The activities or actions that will be undertaken to achieve the local programmatic objectives, including timelines with beginning and ending dates, and the persons who will be responsible for each activity or action.
6. The mechanism that will be used by the program to document and measure its progress toward meeting the programmatic objectives.
7. The roles and responsibilities of other organizations that will be involved in implementing the project, if any.

Maximum number of available points for Section 7.6: 12 Points

7.7 PROJECT DESIGN – Four Page Limit

The Project Design shall be used by the applicant to explain how the proposed project as described in the Program Description will actually be delivered. Applicants shall identify in narrative form the following information:

1. The intended program structure implementation strategy in compliance with sections 2.5 and 2.8.
2. The total number of youth clients proposed to be served during the project period. As required in **Section 2.5**, Scope of Services/Funding Priorities, the project must serve no

- fewer than 334 unduplicated youth for the reduced time period. Of the unduplicated youth clients proposed to be served identify how many are expected to be males.
3. The number of abstinence education classes that will be provided and the number of sessions that will make up each class.
 4. The total number of youth clients expected to complete at least 80% of the various program activities provided during the project period.
 5. Brief description or listing of the services and activities that make up the proposed project.
 6. The times of local project service delivery.
 7. A listing and description of other positive youth development services and activities, if any, that will be provided to supplement the abstinence education services and activities. Explain how and why these activities were chosen, including how they will be interwoven into the Abstinence Education Program and how they will support and enhance the expected outcome of youth participants, especially in relation to achievement of the overall purpose and goals of the Abstinence Education Program, as identified in **Sections 1.1 and 2.3**.
 8. For each activity proposed, including other youth development activities, if any, identify the cumulative hours of service expected to be provided to youth clients during the project period.
 9. Describe the service delivery methods that will be used by the program with an emphasis on intensity and duration of services and activities. The description should include the types of instructional activities and approaches that will be used which are built upon a strong foundation of documented research and effective learning strategies for youth.
 10. Identify the number of parents and other significant adults proposed to be served during the project period.
 11. Describe the methods that will be used to recruit and actively engage parents and other significant adults in the program.
 12. Describe the methods and types of activities that will make up the required community education component of the project.

Maximum number of available points for Section 7.7: 21 Points

7.8 STAFFING AND ORGANIZATIONAL CAPACITY – One Page Limit

The Staffing and Organizational Capacity section shall be used by the applicant to describe the agency's ability to successfully carry-out the proposed project and to sustain the program once grant funding ends. This section should include a brief description of the organization and its approach to managing the project, including proposed staffing for the project. Applicants shall identify in narrative form the following information:

1. Background information about the organization and previous grant related experience, if any, including a brief description of projects similar to the one proposed in response to the RFA. Describe the administrative structure of the organization, its overall mission and how it relates to the statement of purpose for this RFA.
2. A synopsis of corporate qualifications indicating ability to manage and complete the proposed project.
3. The applicant's operating hours.
4. Description of any agencies or individuals that would be subcontracted, their role in implementation of the project and their experience with similar programs.
5. Description of how the program will be staffed, e.g., paid staff and/or volunteers. Identify the number and type of positions needed, which will be full-time and which will be part-time, and qualifications proposed for each position, including type of experience and training required. Particularly address instructors, counselors, administrative and

- management staff and volunteers. If the program will use volunteers, how will they be recruited?
6. Description of the organization's plans to provide orientation and on-going training to ensure that staff and volunteers are properly trained to deliver program services and activities.
 7. Description of the organization's plans for financially sustaining the local project once the funding period ends.

Submit the following as **Appendix B** to the application:

- A table of organization or organizational chart;
- A copy of current Certificate of Authority from the Florida Department of State (not required for governmental agencies, public schools, school districts and county health departments);
- A current roster of the board of directors, including name, address and telephone numbers; and
- A copy, if applicable, of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources.

Maximum number of available points for Section 7.8: 8 Points

7.9 COLLABORATION – One Page Limit

The Collaboration section shall be used by the applicant to describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project as described in the Program Description and Project Design for the benefit of the identified focal population. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends. Applicants shall identify in narrative form the following information:

1. The coordination/collaborative process used to plan and implement the proposed project. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or over-lap of services.
2. Each collaborative partner. Describe their role, activities, and expected outcomes as a result of their input.
3. How members of the focal population and the local community will be involved in project implementation.

Submit the following as **Appendix C** to the application:

- Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented.
- Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.

Maximum number of available points for Section 7.9: 6 Points

7.10 PROPOSED BUDGET SUMMARY AND BUDGET NARRATIVE

The Proposed Budget Summary and Budget Narrative provide a breakdown and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Program Description and Program Design. The method of cost presentation will be a line-item budget using the format found in **Attachment IV**. Justification for all cost items, including local match, contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in **Attachment V**. Only cost allocations under the

terms of the RFA and applicable federal and state cost principles may be included in the line-item budget. All requested costs shall be reasonable and necessary.

1. Budget Summary - One Page Limit

- a. All costs contained in the Budget Summary must be directly related to the services and activities proposed to be provided and identified in the application.
- b. If there is a match of cash or in-kind services being committed to the project, indicate the amount of match the organization or partner agencies will be providing for each budget category.

2. Budget Narrative – Four Page Limit

- a. Provide justification and details for all cost items, including computations, contained in the Budget Summary.
- b. Include only expenses directly related to the project and necessary for program implementation.
- c. If sub-contractual services will be used, provide the name of the vendor, if known, or the type of sub-contractual services planned, listing of planned deliverables, frequency of the services and rate of pay, total costs and procurement method.
- d. Provide a narrative description of the amount and sources of match, if any, that will be provided.

Maximum number of available points for Section 7.10: 15 Points

7.11 ORDER OF SUBMISSION

1. First Page	Cover Page
2. Second and Third Pages	Table of Contents
3. Part I	Project Abstract/Summary
4. Part II	Statement of Need
5. Part III	Program Description
6. Part IV	Project Design
7. Part V	Staffing and Organizational Capacity
10. Part VI	Collaboration
11. Part VII	Separate Proposed Budget Summary (See Attachment IV) and separate Budget Narrative (See Attachment V)
Appendix A	Written Assurance of Accuracy (See Attachment VII)
Appendix B	Organizational Capacity Documentation B.1. Table of organization or organizational chart B.2. Copy of current Certificate of Incorporation from the Florida Department of State (not required for governmental agencies, public schools, school districts and county health departments); B.3. Current roster of the Board of Directors, including names, addresses, and telephone numbers B.4. Copy of the management letter from most recent financial audit (not required for governmental agencies, public schools, school districts and county health departments); and B.5. Copy of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources.

Appendix C	<p>Collaboration Documentation</p> <p>C.1. Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented.</p> <p>C.2. Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.</p>
Appendix D	Performance-Based Funding Allocation Worksheet (See Attachment VI)
Appendix E	<p>E.1. Civil Rights Compliance Checklist (See Attachment IX)</p> <p>E.2. Certification Regarding Lobbying (See Attachment X)</p> <p>E.3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (See Attachment XI)</p>
Appendix F	Application Checklist (See Attachment XII)

7.12 AUTHORIZED SIGNATORY

The signature on the application must be that of an authorized official of the organization. An authorized official is an officer of the applicant’s organization who has legal authority to bind the organization to the provisions of the RFA and the subsequent grant award. This person is usually the President, Chairman of the Board, Chief Executive Officer, or Executive Director. If a person other than the President, Chairman of the Board, Chief Executive Officer, or Executive Director signs the application, a document establishing delegated authority must be included with the application.

The authorized signature certifies that all information, facts and figures are true and correct and that if awarded a grant, the agency will comply with the RFA, the contract, all applicable State and federal laws, regulations, grant terms and conditions, action transmittals, review guides, and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program. The organization also agrees to comply with the terms and conditions of the department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others, as necessary as stated in Section 5.13.

Attachment I

EVALUATION CRITERIA FLORIDA DEPARTMENT OF HEALTH GADSDEN COUNTY HEALTH DEPARTMENT ABSTINENCE EDUCATION PROGRAM RFA Number: 13-

Reviewer : _____

Applicant's Name: _____

SCORING CRITERIA

STATEMENT of NEED (see Section 7.5, Application Content): Provides information that indicates a comprehensive understanding of the need for and purpose of the local project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 18.	Maximum Possible Point Value	Points Awarded
1. How well are the focal population and geographic area to be served by the project identified?	3	
2. How well is the need for the proposed abstinence education program services and activities in the local community, including any gaps (unmet needs) in services described? How well does the data included relate to adolescent sexuality, such as birth, pregnancy and STD data for the local community, as well as a comparison of the local data with statewide averages?	3	
3. How well does the application identify whether there are any other state or federally-funded abstinence education programs operating in the same county or local community that the project will serve, and if there are other programs, how will the applicant ensure that services are not duplicated or funds supplanted? How will the proposed project enhance or differ from existing services?	3	
4. How well are the risk factors and other health indicators that contribute to the problem and the impact of the problem on the focal population identified?	3	
5. How well is information regarding racial/ethnic and other health disparities related to adolescent pregnancies that exist in the local community identified? How well is the information supported by data?	3	
6. How well are the sources of all data and statistics cited in the Statement of Need identified?	3	
Total Score for Section		

PROGRAM DESCRIPTION (see Section 7.6, Application Content): Provides a coherent and understandable description of the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 12.	Maximum Possible Point Value	Points Awarded
1. How well is a focal population which fully complies with the priority (focal) population as identified in the RFA identified? How well is the geographic area that the services and activities will cover, and the sites where services will be provided identified? Is there an explanation of why those sites were chosen?	3	
2. How well are the quantifiable and measurable local programmatic objectives related to achievement of the Major Program Goals as identified in Section 2.3 ? How well do the local programmatic objectives identify the results to be achieved by each objective and the manner in which the results will be achieved?	3	
3. How well are the activities or actions that will be undertaken to achieve the local programmatic objectives identified? Are timelines and the persons responsible for each action identified? How well are any other organizations involved in project implementation and their roles identified?	3	
4. How well are the mechanisms that will be used to document and measure the agency's progress toward meeting the local programmatic objectives identified? How reasonable are they?	3	
Total Score for Section		

PROJECT DESIGN (see Section 7.7, Application Content): Describes how the program services and activities will be delivered. Criteria to be considered are listed below. Maximum Possible Score for the Section is 21.	Maximum Possible Point Value	Points Awarded
1. How well do the program structure and related components fully meet or exceed those required in Sections 2.5 and 2.8 ?	3	
2. How well are the numbers of unduplicated youth, including males, to be served by the project identified? How well do they meet or exceed the minimum number required in Section 2.5 with the expectation that a majority of the unduplicated youth participants will complete at least 80% of the various program activities offered?	3	
3. How well is the number of abstinence education classes and the related number of sessions identified? How well are these numbers explained in accordance with the requirements of Section 2.8 ?	3	
4. How well are all program services and activities proposed related to the achievement of the overall purpose and goals of the Abstinence Education Program? If other positive youth development activities are identified, how well has the applicant clearly described how these activities are interwoven into the proposed abstinence education program and how they support and enhance the expected outcomes of the youth participants?	3	
5. How well are instructional activities and approaches for service delivery that are supported by documented research and effective learning strategies identified?	3	
6. How well do the number of parents and other significant adults to be served by the project meet or exceed the requirements in Section 1.9 , as well as creative and sound methods for recruiting and actively engaging them throughout the project period?	3	
7. How well are community education activities and implementation strategies throughout the project period identified?	3	
Total Score for Section		

STAFFING AND ORGANIZATIONAL CAPACITY (see Section 7.8, Application Content): Provides a description of the organization and its capacity to manage the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 8.	Maximum Possible Point Value	Points Awarded
1. How clearly written is the description of the organization and supporting documentation, as provided in Appendix B of the application? How well does it clearly demonstrate the capacity and experience of the program to successfully carry out the proposed project?	2	
2. How clearly described is the staffing for the project? How well does the description identify the number and types of full-time, part-time and volunteer positions, if any, as well as the proposed qualifications for each type?	2	
3. How clear and precise are copies of responses to programmatic or administrative monitoring reports, if any, submitted by the applicant?	2	
4. How well written is a meaningful and wholly achievable plan for financially sustaining the project once the project funding ends identified?	2	
Total Score for Section		

COLLABORATION: (see Section 7.9, Application Content) Describes the organization's collaborative efforts directly related to the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 6.	Maximum Possible Point Value	Points Awarded
1. How well is the description of the collaborative/coordination process used to plan and implement the proposed project clearly identified? How is it described who was involved in the process and how these relationships will be developed and maintained as the project is implemented? How well is it described how members of the focal population and the local community will be involved in project implementation?	2	
2. How well are collaborative partners identified, including the roles, activities, and expected outcomes for each?	2	
3. How well is a letter of agreement or commitment from each school, school district, and other local organizations identified in the application as a location where project activities will be implemented? Is it included in Appendix C of the application?	2	
Total Score for Section		

PROPOSED BUDGET SUMMARY AND BUDGET NARRATIVE (see Section 7.10, Application Content): Provides a separate Budget Summary and a separate Budget Narrative which provides a detailed line item breakdown and justification for all cost items that will be incurred by the proposed project. Criteria to be considered are listed below. Maximum Possible Score for the Section is 15.	Maximum Possible Point Value	Points Awarded
1. How well does the proposed budget fall within the grant amount guidelines? How well are cost items related to the tasks, services, activities and overall operation of the project as identified in the program description and project design? How well does the proposed budget follow the allowable cost guidelines?	3	
2. How reasonable and necessary and consistent with the program description and project design are the personnel costs?	3	
3. How well does the Performance Based Funding Allocation Worksheet included as Appendix D of the application identify a percentage distribution of the total grant request consistent with those required in Section 1.8 of the RFA? How consistent are the number of units and the unit cost with the numbers identified in the program description and the project design?	3	
4. How well does the separate budget summary and narrative (Attachments IV and V) budget narrative justify each cost item contained in the related budget summary? How well does the budget summary identify the committed cash/in-kind match amount by budget category? How well does the budget narrative identify and describe the committed cash/in-kind match amount, as indicated on the budget summary, and the sources of each?	3	
5. How comprehensive is the applicant's plan to provide match of 100% as required?	3	
Total Score for Section		

Program Expansion Supports the department's efforts to expand the Abstinence Education Program into counties within the state where there are no existing state or federally-funded abstinence education programs or where the county or local community is of a geographic size that existing services and activities are unable to fulfill the need as indicated in Section 2.9 . Criteria to be considered are listed below. Maximum Possible Score for the Section is 20 points. Applicants may not be awarded points under both criteria.	Maximum Possible Point Value	Points Awarded
1. How comprehensive is the applicant's proposal to implement all of the project services and activities in counties where no state or federally-funded abstinence education services and activities will be provided during the same period covered by contracts resulting from this RFA? If satisfactory, assign a point value of 20. Applications assigned points for this criterion are not eligible to receive points under criteria 2 below.	20	
2. How comprehensive is the applicant's proposal to implement the project services and activities in one or more counties where state or federally-funded abstinence education services and activities will be provided during the same period covered by the contracts resulting from this RFA, but the proposed project will focus on a different geographic area within the county or local community? If satisfactory, assign a point value of 10. Applications assigned points for this criterion are not eligible to receive points under criteria 1 above.	10	
Total Score for Section		

EVALUATION SCORE SUMMARY

	MAXIMUM POSSIBLE POINT VALUES	SCORE
1. Project Need Statement and Focal Population	18	_____
2. Program Description	12	_____
3. Project Design	21	_____
4. Staffing and Organizational Capacity	8	_____
5. Collaboration	6	_____
6. Budget Summary and Budget Narrative	15	_____
7. Program Expansion	20	_____
TOTAL POSSIBLE SCORE	100	_____

Review Committee Member's Signature

CFDA No.

STATE OF FLORIDA

Client Non-Client

CSFA No. _____

DEPARTMENT OF HEALTH

Multi-County

STANDARD CONTRACT

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to

state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider

agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. 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.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, 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:

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

Attachment III



DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: JANICE BROWN, MBE COORDINATOR, BUREAU OF
GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734

I. DEFINITIONS:

MINORITY PERSON MEANS A LAWFUL, PERMANENT RESIDENT OF FLORIDA WHO IS:

- (A) **AN AFRICAN AMERICAN**, A PERSON HAVING ORIGINS IN ANY OF THE RACIAL GROUPS OF THE AFRICAN DIASPORA.
- (B) **A HISPANIC AMERICAN**, A PERSON OF SPANISH OR PORTUGUESE CULTURES WITH ORIGINS IN SPAIN, PORTUGAL, MEXICO, SOUTH AMERICA, CENTRAL AMERICA, OR THE CARIBBEAN, REGARDLESS OF RACE.
- (C) **AN ASIAN AMERICAN**, A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHEAST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS, INCLUDING THE HAWAIIAN ISLANDS PRIOR TO 1778.
- (D) **A NATIVE AMERICAN**, A PERSON WHO HAS ORIGINS IN ANY OF THE INDIAN TRIBES OF NORTH AMERICA PRIOR TO 1835, UPON PRESENTATION OF PROPER DOCUMENTATION THEREOF AS ESTABLISHED BY RULE OF THE DEPARTMENT OF MANAGEMENT SERVICES.
- (E) **AN AMERICAN WOMAN**.

SMALL BUSINESS MEANS AN INDEPENDENTLY OWNED AND OPERATED BUSINESS CONCERN THAT EMPLOYS 100 OR FEWER PERMANENT FULL-TIME EMPLOYEES AND HAS A NET WORTH OF NOT MORE THAN \$3,000,000 AND AN AVERAGE NET INCOME, AFTER FEDERAL INCOME TAXES, OF NOT MORE THAN \$2,000,000.

CERTIFIED MINORITY BUSINESS ENTERPRISE MEANS A SMALL BUSINESS WHICH IS AT LEAST 51 PERCENT OWNED AND OPERATED BY A MINORITY PERSON(S), WHICH HAS BEEN CERTIFIED BY THE CERTIFYING ORGANIZATION OR JURISDICTION IN ACCORDANCE WITH SECTION 287.0943(1).

NON-CERTIFIED MINORITY BUSINESS MEANS A SMALL BUSINESS WHICH IS AT LEAST 51 PERCENT OWNED AND OPERATED BY A MINORITY PERSON(S).

MINORITY NON-PROFIT ORGANIZATION MEANS A NOT-FOR-PROFIT ORGANIZATION THAT HAS AT LEAST 51 PERCENT MINORITY BOARD OF DIRECTORS, AT LEAST 51 PERCENT MINORITY OFFICERS, OR AT LEAST 51 PERCENT MINORITY COMMUNITY SERVED.

II. INSTRUCTIONS

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
 - 1. ENTER THE CMBE SUBCONTRACTOR'S NAME.
 - 2. ENTER THE SUBCONTRACTOR'S CMBE NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER IF THEY ARE CERTIFIED.
 - 3. ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- E) ENTER MINORITY NON-PROFIT ORGANIZATION EXPENDITURES OR NON-CERTIFIED MINORITY EXPENDITURES:
 - 1. ENTER THE NON-PROFIT ORGANIZATION OR NON-CMBE SUBCONTRACTOR NAME AS IT APPEARS ON YOUR DOH CONTRACT.
 - 2. ENTER THE SUBCONTRACTOR'S FEID NUMBER OR SOCIAL SECURITY NUMBER.
 - 3. ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- F) ENCLOSE THIS FORM WITH YOUR INVOICE AND SEND TO YOUR DOH CONTRACT MANAGER.

Attachment IV

BUDGET SUMMARY FORMAT

(1) BUDGET CATEGORY	(2) GRANT AMOUNT REQUESTED	(3) LOCAL CASH/IN-KIND MATCH	(4) GRAND TOTAL
PERSONNEL (SALARY AND BENEFITS)			
Personnel			
Fringe Benefits			
Contracted Program Staff			
SUBTOTAL PERSONNEL			
EXPENSES			
Staff Travel			
Training and Seminars			
Equipment (\$1,000 and under)			
Equipment (Over \$1,000)			
Consumable Office Supplies			
Rent/Telephone/Utilities			
Curricula and Other Educational Material			
Field Trips			
Background Screening			
Insurance			
Media Advertising			
Other:			
Other:			
SUBTOTAL EXPENSES			
SUB-CONTRACTUAL SERVICES			
Subcontractor:			
Subcontractor:			
SUBTOTAL SUB-CONTRACTUAL SERVICES			
TOTAL PROJECT COST			

Attachment V

BUDGET NARRATIVE FORMAT

A justification for all costs associated with the proposed program must be provided. The Budget Narrative must provide detailed information to support each line item contained in the proposed Budget Summary. All contracts resulting from this RFA will be fixed price, unit costs based upon the service deliverables and unit costs per deliverables. The Budget Narrative should include, but is not limited to the following:

PERSONNEL (SALARY AND BENEFITS)

- A. **Personnel** – List each position by title or name of employee (if available). Show the annual salary rate and the percentage of time to be devoted to the program. Compensation paid to employees engaged in grant activities must be consistent with that paid for similar work within the applicant’s organization.

Name/Position	Computation of Salary (Annual Salary X % of Time)	Cost
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- B. **Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the Personnel category and only for the percentage of time devoted to the program.

Name/Position	Computation of Fringe Benefits (Personnel Cost X % Rate)	Cost
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- C. **Contracted Program Staff** – These are program staff employed on a contractual basis to provide direct services related to program implementation and for which the organization directs and controls when, where and how the employee performs the work. This may include, but is not limited to, providing office space, operating supplies, equipment, and training to do the work. List each position by title or name of employee (if available). Show the hourly rate and the percentage of time to be devoted to the program. Compensation paid to such employees must be consistent with that paid for similar work within the Applicant’s organization.

Name/Position	Computation of Salary (Hourly Rate X % of Time)	Cost
---------------	---	------

EXPENSES

- D. **Staff Travel** – Itemize the cost of local travel and mileage expenses for personnel by purpose. Show the basis of the calculation. Travel expenses are limited for reimbursement as authorized in Section 112.061, Florida Statutes. Mileage is reimbursed at \$0.44.5 cents per mile.

Purpose of Travel	Location	Computation	Cost
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- E. **Training and Seminars** – Itemize costs associated with required or anticipated staff training or seminars by purpose, and include associated costs (i.e., mileage, per diem, meals, hotel, registration fees, etc.). Travel expenses are limited for reimbursement as authorized in Section 112.061, Florida Statutes. No out-of-state travel may be paid with funds provided under this RFA. **All conference travel must be requested and approved in writing by the department in advance.**

Training or Seminar	Location	Computation	Cost
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F. **Equipment (\$2,500.00 and under)** – List each equipment item to be purchased. Indicate whether equipment is to be purchased or leased and why the equipment is necessary for operation of the program.

Item	Computation	Cost
------	-------------	------

G. **Equipment (Over \$1,000.00)** – List each equipment item to be purchased. Indicate whether equipment is to be purchased or leased and why the equipment is necessary for operation of the program.

Item	Computation	Cost
------	-------------	------

H. **Consumable Office Supplies** – Itemize program related supplies separately by type (office supplies, copy paper, postage, etc.) that are expendable or consumed during the course of the program and show the formula used to arrive at total program costs.

Items	Computation	Cost
-------	-------------	------

I. **Rent/Telephone/Utilities** – Itemize program specific costs to implement the program by pro-rata share or applicable percentage of the total costs of these items. List each item separately and show the formula used to derive at total program costs.

Items	Computation	Cost
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J. **Curricula and Other Educational Material** – Itemize the costs of program related curricula, including consumable workbooks, and other educational material proposed to be used by the program.

Items	Computation	Cost
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K. **Field Trips** – Itemize any field trips proposed as a component of program implementation. Detail the educational or community service related benefits of each field trip and how it relates to the goals and objectives of the program. Itemize all costs associated with each field trip, including transportation, admission fees, etc.

Item	Computation	Cost
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L. **Background Screening** – Itemize the costs of background screening of employees and volunteers utilized in the program’s operation.

Item	Computation	Cost
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M. **Insurance** – Indicate the cost of maintaining comprehensive liability insurance for the program.

Item	Computation	Cost
------	-------------	------

N. **Promotion and Marketing Materials** – Itemize the type and costs of materials to be purchased or developed for use in promoting and marketing the program in the local community. Detail the programmatic benefits to be derived from the promotion and marketing materials and how they relate to achievement of the programmatic goals and objectives.

Items	Computation	Cost
-------	-------------	------

O. **Media Advertising** – Itemize the costs of media advertising related to marketing and promotion of the program and marketing. Detail the programmatic benefits to be derived from the advertising and how it relates to achievement of the programmatic goals and objectives.

Item	Computation	Cost
------	-------------	------

P. **Other** – List and describe any other expenses related to the program that is not specifically listed above. Breakout and show the computation for each line item

Item	Computation	Cost
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SUB-CONTRACTUAL SERVICES

Q. **Sub-Contractor Services** – For each independent subcontractor proposed to be employed by the program provide the name of the vendor, if known, or the type of sub-contractual services planned, planned deliverables, frequency of the proposed services, rate of pay, total costs, and procurement method.

Name of Vendor or Type of Service Planned	Description of Service to be Provided	Planned Deliverables	
Frequency of Services	Rate of Pay	Total Costs	Procurement Method

CASH/IN-KIND MATCH

If a commitment of cash and/or in-kind match has been identified on the Budget Summary provide a narrative description of each source of match by budget category, including the amount of cash and/or in-kind match and how the amount was calculated.

Personnel (Salary and Benefits)

A. Description of Match Sources	\$ Amount	How Calculated
---------------------------------	-----------	----------------

Expenses

B. Description of Match Sources	\$ Amount	How Calculated
---------------------------------	-----------	----------------

Contractual Services

C. Description of Match Sources	\$ Amount	How Calculated
---------------------------------	-----------	----------------

ATTACHMENT VI

DELIVERABLES	% OF BUDGET	BUDGET ALLOCATION	TOTAL PROJECTED NUMBER OF UNITS TO BE PROVIDED	COST PER UNIT
Unduplicated Youth Clients	35%	\$31,500	334	\$95.00
Program Completers	30%	\$27,000	266	\$101.50
Male Youth Clients	15%	\$13,500	100	\$135.00
Hours of Program Services	10%	\$ 9,000	134	\$67.16
Parents/ Significant Adults	10%	\$ 9,000	80	\$112.50
TOTAL GRANT REQUEST	100%	\$90,000		

***Note these are funding tables that outline the minimum number of units required to receive the maximum amount of funding each. Any provider meeting less than the number of units outlined in the table will be paid according to the actual number of units achieved. In addition any provider meeting more than the required number of units will not be compensated above the amount stated above.**

Flexibility is permitted in the required units of the five (5) categories of the quarterly deliverables. However, the total units stated in the RFA will remain the same (see page 9 in the RFA for required units to be provided over the course of the funding period). Please be reminded that it is recommended that grantees shall implement continuous abstinence only education classes throughout the course of the funding period.

ATTACHMENT VII

**FLORIDA ABSTINENCE EDUCATION PROGRAM
WRITTEN ASSURANCE OF ACCURACY**

The Applicant hereby provides assurance that it will comply with the following:

- A. The applicant shall make every effort to provide accurate materials and information to all clients they serve under the Abstinence Education Program.
- B. The applicant shall demonstrate the above stated effort by:
 - Assuring that selected curricula and supplementary materials are the most current editions available.
 - Providing or having available, the reference source for any and all statements of a medical nature to ensure medical accuracy.
 - Ensuring that any out-of-date medical facts, data and statistics or other information or research is updated to reflect the most currently accepted medical facts, data and statistics or other information for the topic.

Signature of Authorized Official

Title of Authorized Official

Date

ATTACHMENT VIII FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with 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 at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

- 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 at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

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 at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

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 sub recipients 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 sub recipients 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/sub recipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

- Recipient who is exempt from Section 215.97, F.S. (public university, community college, district school board, branch of state government, charter schools)
- Sub recipient who is exempt from OMB Circular A-133 (for-profit organization)

NOTE: If a provider is determined to be a recipient/sub recipient 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 691-006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

NOTE: Recipients/Sub recipients who are exempt from the audit requirements set forth in OMB Circular A-133 and Section 215.97, Fla. Stat., are not required to have a Single Audit. However, the exempt organization must comply with all compliance requirements set forth within the contract or award document.

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a sub recipient, 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/sub recipient, 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.



**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

10. Are all benefits, services and

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:

facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability?

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 age, national
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

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

NA YES NO
disability? or disability? If NA or NO explain

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

NA YES NO
explain

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

NA YES NO
 11. For in-patient services, are room assignments made without regard to race, color, national

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.

without regard to race, color, national

origin or disability? If NA or NO, explain.

NA YES NO

PART II.

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

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

NA YES NO

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

NA YES NO

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.
 20. Do you have a written affirmative action plan? If NO, explain.

YES NO

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.
15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
 - Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.
 - Modify policies and practices that do not meet requirements.

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

ATTACHMENT X CERTIFICATION

REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

signature

date

name of authorized individual

Application or Contract Number

name of organization

address of organization

ATTACHMENT XI

**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 XII

Abstinence Education Program REQUEST FOR APPLICATIONS Application Checklist	
This checklist is to be used by applicants to help ensure that all parts of the application are included and must be returned with the application as Appendix F. Use Y = yes; N = no; and N/A = not applicable.	
CHECKLIST ITEMS	Y, N, or N/A
Cover Page - with authorized signature	
Table of Contents - All major sections of the application are identified along with the page numbers.	
Project Abstract/Summary - Does not exceed page limits.	
Statement of Need - Does not exceed page limits.	
Program Description - Does not exceed page limits.	
Project Design - does not exceed page limits	
Staffing and Organizational Capacity - Does not exceed page limits.	
Collaboration - Does not exceed page limits.	
Budget Summary – Provided in the required format; does not exceed maximum grant amount allowed; and all calculations are correct.	
Budget Narrative – Addresses all cost items identified on the Budget Summary, including the amount and sources of match being provided, if any. All calculations are correct. Does not exceed page limits.	
Appendix A - Written Assurance of Accuracy - contains authorized signature and date	
Appendix B – Organizational Capacity Documentation	
B.1. Table of Organization	
B.2. Copy of current Certificate of Incorporation	
B.3. Current roster of Board of Directors (with names, addresses and telephone numbers)	
B.4. Copies of management letters from most recent financial audit , if applicable	
B.5. Copies of responses to most recent programmatic or administrative monitoring reports , if any.	
Appendix C – Documentation of Collaboration	
C.1. Signed Programmatic Specific Letters of Agreements or Commitments	
C.2. Other agreements or letters of support , if any	
Appendix D – Performance Based Funding Allocation Worksheet.	
Appendix E.1. – Civil Rights Compliance Checklist	
Appendix E.2. – Certification Regarding Lobbying	
Appendix E.2. - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
Application follows the Order of Submission required in Section 7.11.	
All pages are numbered consecutively, including Appendices.	
Application is typed in font size no smaller than Arial 11 with a one-inch margin all around.	
All copies of the application are stapled or binder clipped in the upper left hand corner. No notebooks, spiral binding or other form of binding is used.	
One copy of the application contains original signatures in blue ink.	
One original and 4 copies of the application and one electronic copy on CD with all supporting documentation is submitted.	
Appendix F - Application Checklist	