ANNOUNCEMENT
Hillsborough County Health Department
Office of Health Equity
Building a Healthy Nation-Strategic Alliance for Health
Funds Available - Request for Proposal (RFA)
RFA #: FA10-016

Our Mission: Promoting and Protecting the Public's Health
Our Vision: Building the Future: Healthy People and a Healthy Community

Building a Healthy Nation-Strategic Alliance for Health, Hillsborough County is a bold new initiative funded by the U.S. Department of Health and Human Services. This four-year program aims to help Hillsborough County citizens live longer, better, and healthier lives by reducing diabetes, obesity, and heart disease and addressing three related risk factors - physical inactivity, poor nutrition, and tobacco use.

The Hillsborough County Health Department announces the opportunity to apply for funds to implement and sustain evidence and practice-based chronic disease community programs that promote policy, organizational, systems and environmental community change. This initiative will serve to:

1. Promote physical activity and nutrition;
2. Reduce tobacco use and exposure;
3. Build capacity for communities to be able to institute systems, environmental, organizational and policy changes related to these health risk factors;
4. Foster improved and increased access to quality care;
5. Help eliminate racial and ethnic health disparities; and
6. Reduce complications from and incidence of cardiovascular disease, diabetes, and obesity.

Providers funded under this announcement will accomplish this by focusing on the risk factors of physical inactivity, poor nutrition, and tobacco use and exposure, and population-based responses such as policy, systems, organizational and environmental changes. Providers funded by this announcement will build on knowledge gained from previously funded community projects as well as current public health practice literature. Funded grantees will include community based organizations as well as local, state and/or national governmental agencies. Funded providers will act as catalysts to move communities toward more integrated population based approaches to chronic disease prevention by implementing policy, systems, and environmental changes. Providers will be expected to mentor other communities in effective strategies to combat chronic

disease. Funding will target areas of increased burden of disease related to obesity, diabetes, and cardiovascular disease as well as access to quality care in order to address health disparities.

Intervention Area:
The intervention area covers all of Hillsborough County.

Funds Available:
Hillsborough County Health Department Office of Health Equity is now accepting proposals for a **Coordinator for Coalition Development, Facilitation and Maintenance, for Partnership for Obesity Prevention Coalition** .

Application:
See timeline on page 6
Please follow all of the instructions in Section 6 and 7.

Hillsborough County Health Department
Office of Health Equity
REQUEST FOR APPLICATIONS

Application Deadline: PRIOR to 2:30 p.m. E.T. November 18, 2010

RFA #: FA10-016

SERVICES FOR SYSTEMS APPROACH TO PREVENTION
Cover Page

This Grant Opportunity is not subject to 120.57(3) F.S.

Organization Name:_____

Mailing Address:_____

City, State, Zip: _____

Telephone Number(s) *(Including area code)*_____

Fax Number(s): *(Including area code)*_____

Email Address: _____

Federal Employer Identification Number (FEID):_____

Project: **Coordinator for Coalition Development, Facilitation and Maintenance, for Partnership for Obesity Prevention Coalition**

Annual/Total Funding Request:_____

Applicant's Fiscal Year End Date: _____

Contact Person for Negotiations:_____

Authorized Signature in blue ink:_____

Printed Name of Authorized Signature:_____

Title_____

Date_____

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TIMELINE
RFA # 10-016

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

SCHEDULE	DUE DATE	LOCATION
Request for Applications Released and Advertised	November 8, 2010	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Submission of	Prior to 5:00	Submit to: Hillsborough County Health Department

Written Questions (Questions may be faxed or e-mailed)	pm, E.S.T. November 10, 2010	Walter W. Niles, Program Manager 4951 B Adamo Drive, Suite 232 Tampa, FL 33605 Fax: (813) 272-7238 E-mail: walter_niles@doh.state.fl.us
Responses to Questions Posted	November 15, 2010	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Sealed Project Applications Due to Department and Opened (No Faxed or E-mailed Copies of Applications Accepted)	PRIOR to 2:30 p.m. E.T. November 18, 2010	For U.S. Mail: Hillsborough County Health Department Lori Matthews P.O. Box 5135 Tampa, FL 33675-5135
Anticipated Evaluation of Applications	November 19, 2010	Review and Evaluation of Project Applications Begins
Anticipated Deliberations Begin	November 24, 2010	Deliberations and budget revisions, if necessary, prior to project awards.
Anticipated Posting of Grant Opportunity Award	November 30, 2010	Posted electronically via: http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Anticipated Contract Start Date	December 1, 2010	

SECTION 1.0 INTRODUCTION

1.1 STATEMENT OF PURPOSE

The Florida Department of Health, Hillsborough County Health Department Office of Health Equity (OHE) is authorized to allocate and administer funds for provision of the following services by the Centers for Disease Control and Prevention (CDC) Strategic Alliance for Health (SAH). This Request for Applications (RFA) is to provide timely, quality short-term and long-term services to all Hillsborough County, Florida residents who are actively engaged in participation in the Office of Health Equity Coalition as well as the Partnership for Obesity Prevention Coalition. Services are intended to assist participants with organization and facilitation of coalition affairs, advocacy through education and information sharing, and to help understand and participate in the practices of the OHE.

Funding is available for the following:

- Coordinator for Coalition Development, Facilitation and Maintenance for the Partnership for Obesity Prevention (POP)

1.2 FUNDING SOURCE

The project is funded by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Healthy Communities Programs, Building a Healthy nation- Strategic Alliance for Health Grant, through the Florida Department of Health, Hillsborough County Health Department Office of Health Equity. CFDA # 93.283

1.3 FUNDING AVAILABILITY

The Office of Health Equity has an estimated $22,000.00 annually available for contract funding. The number of contract awards will depend upon the amount of funds available and the quality of the applications received. In order to assure the state will be able to fulfill current and future needs, the department reserves the right to award contracts to multiple applicants and to reallocate funds to established priority areas and populations. Subject to future availability of funds, the department reserves the right to renew or continue any contracts resulting from this Request for Applications (RFA). The applicants will be funded by contract and should expect the department to be substantially involved with how the activities are carried out, much like a cooperative agreement.

1.4 FUNDING PERIOD

The initial term of the contracts resulting from this RFA shall be for a period of 1 year(s), beginning on or about December 1, 2010 through November 30, 2011.

1.5 ELIGIBLE APPLICANTS

Eligible applicants include universities, faith-based institutions, community-based organizations or other entities able to provide activities as defined in Section 2.6. Applicants shall demonstrate an understanding of the complexities in creating and sustaining systems, policy and environmental changes and show how they will address these issues. The range of service provision is broad and is multi-faceted, requiring the skills and approaches of many disciplines and areas of expertise. Applicants must also demonstrate commitment to the issue and why they believe they are the most qualified entity to address these issues for the proposed priority communities.

All entities submitting an application for funding are advised that in accepting federal dollars under this RFA, as a sub-recipient they will be required to comply with all federal and state laws, executive orders, regulations and policies governing these funds. Applicants must also demonstrate the ability to expend 100% of the requested funding within the Funding Period as

identified in Subsection 1.4. Applicants that have had contracts terminated or reduced by the department for reasons other than a mutually agreed upon cause, may be ineligible for funding.

1.6 MATCHING OR IN-KIND FUNDS REQUIREMENT

Cost sharing funds are required for this project to motivate sustainability measures. Cost Sharing funds are required from non-Federal sources in an amount not less than 30 % of Federal funds awarded in year one, increasing by 5% every year ending at 45% by year four, subject to contract renewal and CDC approval.

1.7 FUNDING REQUESTS

As with any part of the application, the proposed budget is subject to review and modification by the department.

1.8 BUDGET ALLOCATION TABLE

Position	Annual Allocation
Coordinator for Coalition Development, Facilitation and Maintenance, for Partnership for Obesity Prevention Coalition	**$22,000.00**

1.9 CONTINUATION OR PROJECT RENEWALS

If funding is available, contracts awarded under this RFA may be renewed or continued, in whole or in part, by the department for three (3) additional one-year funding cycles. Continuation or renewal of contracts is not guaranteed and shall be based upon successful performance of the provider, as determined solely by the department, and the availability of funds. The department may request an annual continuation application allowing the provider to improve or modify objectives and activities or the completion of outcome measures.

1.10 NOTICE AND DISCLAIMER

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

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

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

SECTION 2.0 PROGRAM OVERVIEW

2.1 PROGRAM PURPOSE

The overarching purpose of the Strategic Alliance for Health, and for the purpose of this RFA, the program is to create healthier communities through sustainable innovative, evidence and

practice-based community health promotion and chronic disease prevention programs that **promote policy, systems, and environmental change. No direct services will be funded.** Providers funded under this RFA will work collaboratively to develop policy, systems, and environment changes that will promote and sustain community-based health promotion prevention programs of sufficient intensity and duration to help achieve designated objectives.

2.2 PROGRAMMATIC AUTHORITY

This project is funded by the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, National Center for Chronic Disease Prevention and Health Promotion, Division of Adult and Community Health, Catalog of Federal Domestic Assistance (CFDA), 93.283, and is authorized under section 311 and 317(k)(2) of the Public Health Service Act, 42 U.S. Code 243 and 247b(k).

2.3 MAJOR PROGRAM GOALS OF THE OHE/SAH STRATEGIC PLAN

The Strategic Alliance for Health is federally funded to advance, implement and sustain evidence and practice-based chronic disease community programs that promote policy, organizational, systems and environmental community change. This initiative will serve to:

1. Promote physical activity and nutrition;
2. Reduce tobacco use and exposure;
3. Build capacity for communities to be able to institute systems, environmental, organizational and policy changes related to these health risk factors;
4. Foster improved and increased access to quality care;
5. Help eliminate racial and ethnic health disparities; and
6. Reduce complications from and incidence of cardiovascular disease, diabetes, and obesity

Providers funded under this announcement will accomplish this by focusing on the risk factors of physical inactivity, poor nutrition, and tobacco use and exposure, and population-based responses such as policy, systems, organizational and environmental changes. Providers funded by this announcement will build on knowledge gained from previously funded community projects as well as current public health practice literature. Current funding will serve to help providers work towards policy, organizational, systems and environmental change.

2.4 PRIORITY POPULATION

Special efforts should be taken to ensure focus on populations with disproportionate burden of chronic diseases/conditions who also tend to experience disparities in access to and use of preventive and health care services. Populations of special focus might include:

A) Racial and ethnic minorities,

B) Low-income persons,

C) The medically underserved,

D) Persons with disabilities,

E) Others with special needs.

Programs to promote policy, systems and environmental change must be culturally competent, and meet the health literacy and linguistic needs of target populations in the intervention area.

The intervention area covers all of Hillsborough County.

2.5 SCOPE OF SERVICES

Applicants must demonstrate that all staff affiliated with this project has the education, experience, training and any background/security checks necessary to successfully carry out duties.

1) Program Coalition infrastructure

Identify key partners and coalitions that focus on the prevention of chronic disease and associated risk factors. Build an alliance of partnerships and coalitions committed to participating actively in the planning, implementation, and evaluation of the Strategic Alliance for Health Community Action Plan. Partners should include, a wide representation of community leaders and community members, including education agencies; key community, health care, voluntary, and professional organizations; business, community, and faith-based leaders; and at least one lay person representative of the population to be served.

2) Program Coalition staffing, facilitation and support

Maintain a robust coalition with strong group dynamic, utilizing regularly scheduled meetings, conference calls and electronic media to maintain consistent communication and solid documentation of all activities and efforts. Coalition binders will be created and offered to regularly attending members to organize and maintain key documents and important updates. A plan of meeting facilitation, including solid agendas and output expectations will be employed to maximize productivity and time-management at all meetings

3) Work in Collaboration with Other Chronic Disease Programs:

Information Sharing: Implementation Guide and Mentoring Communities.

1) The applicant must help produce our Implementation Guide, a “how to” best practice resource. The Implementation Guide(s) will translate how other communities can replicate specific programmatic activities that promote policy, systems, or environmental change strategies.

2) Serve as a mentor to OHE-selected communities interested in this initiative and provide exposure to best practices and lessons learned about implementing Strategic Alliance initiatives, actively promoting the sharing of experiences, strategies, and results. Mentoring should include site visits with the selected communities and instruction on using the Implementation Guides and ensure effective, timely communication and exchange of information and experiences through workshops and other activities. This may include ongoing technical assistance via conference calls and/or email correspondence as needed. Mentoring is also provided through additional resource guides and educational documents, interactive internet conferencing, web seminars, and other forms of distance learning.

3) The OHE is expected to mentor at least two communities per year during Years 2-4.

2.6 SCOPE OF ACTIVITIES

1) POP: Building Advocacy Coalitions Infrastructure and Facilitating Leadership Team:
Mobilize the community advocacy process as it relates to the SAH goals of obesity, nutrition and physical activity.

1. Identify and connect advocacy resources for network infrastructure, which enables a unified, effective strategic system for impacting policy change.

Meeting preparations include phone calls, travel and accommodations, handout development, and printing costs of handout packets, and facilitation of formal presentation(s).

2. Bring awareness to the OHE and Partnerships for Obesity Prevention (POP) partnership and Community of effective advocacy processes to enable strategic unity to impact realistic policy change by: Development, implementation, and maintenance of advocacy web page for the OHE website.
3. Develop OHE and POP website advocacy web page through submission of pertinent information to Hillsborough County Health Department (HCHD) staff.
4. Continual research of advocacy issues.
5. Phone calls/meetings with advocacy representatives.
6. Organization of pertinent information for placement on web page.
7. Guide and manage the OHE quarterly newsletter.
    a. Develop and distribute four (4) OHE newsletters quarterly with expanded focus to local, state, and national decision and policy makers.
    b. Continual research and gathering of relative information.
    c. Contacting guest columnists.
    d. Organizing layout of newsletter.
8. Implement 2 OHE Coalition trainings: One training focused on the OHE partnership and one training focused in the community.
9. Training focused on OHE Partnership will include:
    a. Creation and development of program.
    b. Development of program materials.
    c. Printing of program materials.

2.7 ALLOWABLE AND UNALLOWABLE COSTS

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

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. The powers and duties of the Chief Financial Officer (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. Section 17.29, F.S., gives the CFO the authority to prescribe any rule considered necessary to fulfill the constitutional and statutory duties of the CFO, which include, but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation.

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

1. **Allowable costs** - must be reasonable, necessary and directly related to the percent of time allocated to the project and contract deliverables and may include, but are not limited to the following:
    - Administrative expenses - limited by the CDC to 5% of total funding
    - Personnel salaries and fringe benefits

- In-state travel in accordance with Section 112.061, F.S. and Department of Health policies and procedures, if approved by DOH.
- Office space
- Project related expenses, such as office supplies, postage and delivery services, copying, printing, telephone, fax, internet costs, utilities, insurance, and advertising
- Computer hardware and software (under $1,000 for each piece)
- Conference/registration fees
- Subcontracts
- Equipment rental and maintenance
- Financial compliance audit if required by Attachment VI
- Required background screening up to Level II

2. **Unallowable costs** - include, but are not limited to the following:
   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. Unless specifically authorized by law, the expenditure of state funds for the following items related to professional and occupational licenses are not allowable:
      1. Florida or other bar dues
      2. Professional license fees
      3. Occupational license fees
      4. Driver license fees
      5. 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 project services
      6. Examination fees for professional occupational or other licenses for a person to perform his or her official duties.
   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.
      - 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)
      - 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.

2.8 SERVICE DELIVERY STRATEGIES

2.8.1 Service Units of Time

Time will be reimbursed on a Fixed Price/Fixed Fee basis.

2.8.2 Delivery of Education and Awareness

As part of the strategic plan, providers are encouraged to utilize policy, system and environmental changes to provide prevention/intervention education in a variety of settings, including but not limited to public and private schools, religious institutions, local community centers, juvenile justice programs, alcohol and drug rehabilitation settings, after-school programs, and other local venues.

2.8.3 Religious Advisory

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

Collaboration is beneficial in developing or enhancing existing broad-based interventions. Providers are required to help establish Community Action Teams (CATs) in the coalition as part of the strategies utilized. CATs can assist in creating local policies, activities and projects within a local community. Providers can include adults and youth in their planning and implementation of the CAT.

2.8.5 Community Events

Providers are encouraged 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 in-school and community-wide awareness activities.

Community awareness events and activities are not educational classes, but are an opportunity for the provider to inform the community about the prevention of obesity. Examples include awareness events for civic clubs, neighborhood association meetings, handing out informational material at health fairs, or participation in other community-wide events. It is important that projects include diverse audiences and perspectives in the delivery of awareness activities. Diversity is viewed as a mixture of race, culture, age, gender, economic status, and educational levels. Awareness events are not reimbursable under this RFA.

2.9 METHOD OF PAYMENT

The department shall pay the providers using a fixed price/fixed fee 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; 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 contract terms and conditions.

Payment Reductions:

Monthly deliverable may be comprised of subcategories that will be assigned a dollar value during the negotiation phase and annually thereafter. For any monthly subcategory deliverable not met, that assigned dollar value will be withheld. Any funds withheld may be recouped when the subcategory deliverable is met. The department may withhold payment under the contract if the provider fails to submit required reports, perform any tasks or services within the established time frames, or meet deliverables per the contract. Any provision of the contract to the contrary

notwithstanding, the provider shall, within 40 days of termination or non-renewal of the contract repay to the department funds provided by the department to the provider under the contract as follows: the provider shall repay all funds paid to it by the department that the provider has misappropriated or not expended in accordance with the performance standards and specifications of the contract.

2.10 INVOICING AND PAYMENT OF INVOICE

Providers shall submit a properly completed invoice for payment within 15 days following the end of the service period. In addition to the invoice, a monthly progress report and other supporting documentation as required by the department shall be submitted using the forms provided in the Supplemental Resource Manual (available at a later date). Notwithstanding any other provisions of the contract, failure of the provider to provide the services and activities as specified under the resulting contract may result in the department reducing or withholding payment.
The following documents shall be submitted:

1. **Monthly Submissions to OHE:**
   a. A properly completed invoice.
   b. A properly completed monthly progress report.
   c. Other reports as required.

2. **Quarterly Submissions to OHE:**
   a. These reports will include actual expenditures for each quarter and cumulative expenditures to date by budget category and line item.
   b. 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.

Providers must submit the year-end invoice for payment to the department no more than thirty (30) days after the contract ends or is terminated, and the department shall not honor any requests for payment submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until any or all evaluation, statistical and financial reports due from the provider and necessary adjustments have been made and approved by the department.

2.11 TRAINING AND TECHNICAL ASSISTANCE PROVIDED BY THE DEPARTMENT

The department may provide technical support and assistance to providers within the resources of the department to assist providers in meeting the requirements of the contract. However, the support and assistance, or lack thereof, shall not relieve the provider from full performance of the contract requirements.

Providers are required to attend up to two meetings per year hosted by the department to advise providers on program and other contract requirements, changes, updates and strategic planning efforts. Costs of attending the technical assistance workshop should be included in the budget summary (Attachment IV) and budget narrative (Attachment V).

2.12 EVALUATION OF APPLICATIONS

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

SECTION 3.0 DEFINITIONS

3.1 GENERAL DEFINITIONS

1. **Department-** The Florida Department of Health - Hillsborough County Health Department.
2. **HCHD –** Hillsborough County Health Department
3. **Applicant** – The entity, organization or agency applying for funding.
4. **Contract** – The resulting agreement entered into between the Department of Health and the applicant.
5. **Contract Manager** - An individual designated by the Department of Health to be responsible for the monitoring and management oversight of the contract.
6. **Cooperative Agreement** – Substantial involvement by the department to assist the provider during the contract performance period.
7. **Entity** – An agency or organization applying for funding.
8. **Provider or Successful Provider** - An agency or organization awarded funding under this RFA.

3.2 PROJECT SPECIFIC DEFINITIONS

1. **Evidence-based intervention** - a technique or methodology that, through experience and research, has proven to reliably lead to a desired result. For more information go to http://nrepp.samhsa.gov/resources-pending.asp
2. **Community Action Team (CAT)** – A group of individuals that join together at the community level to promote improved nutrition and levels of physical activity by making changes to policies, environments and perceptions. **.**
3. **Intervention** – Services that are directed to selected communities or institutions.
4. **Memorandum of Understanding** – An agreement whereby organizations, individuals, or entities identify their specific role, desired activity, expected outcome and their contribution to the project.
5. **Monthly Progress Report** - Documentation related to services and activities performed by the provider during a specific month and submitted to the department along with the invoice for payment.
6. **Priority Population –** Members of a community that have been shown to bear a greater burden of obesity and cardiovascular disease due to social determinants of health.
7. **Implementation Resource Manual** – A manual that contains implementation details based on successes and lessons learned in the development and employment of systems, policy and environmental changes as well as data collection forms, as well as other resource materials. This manual will be available at a later date.
8. **Sustainability** - The capacity to maintain a certain process or program indefinitely.

SECTION 4.0 REQUIRED PROJECT 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 provider a reasonable opportunity to complete the report, or to make the report adequate or acceptable, declare the contract to be in default. The provider shall provide the department with the following reports:

4.1 WORK PLAN

A *Project work plan* for December 1, 2010 through November 30, 2011, shall be submitted with the application. A revised work plan, if needed, must be submitted to the department before the effective date of the contract.

4.2 MONTHLY PROGRESS REPORTS

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 quarterly 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, when applicable:

1. Description of the entity's progress in meeting each of the programmatic deliverables including the identification of any problems or constraints encountered during the quarter, and any changes in resources available to operate the project.
2. Identification of outstanding issues and concerns, including programmatic strengths, weaknesses, opportunities and threats and how these outstanding issues and concerns will be addressed.
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. Description of meetings, or collaborative partnership activities held, including identification of any new partnerships (if any) achieved during the month, attendance lists, agendas and minutes.
5. Identification of any special events or media activity, if any, implemented or materials produced or purchased and distributed during the month for the purpose of project marketing.

Other reports may be required during the contract period.

4.3 QUARTERLY FINANCIAL REPORT

Providers shall submit a quarterly financial 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 thirty (30) days of the end of each quarter. Each report must be accompanied by a statement signed by an individual with legal authority to bind the provider certifying that the expenditures are true, accurate and directly related to the contract.

Providers agrees to refund to the department, any payments made by the department, which are subsequently disallowed or unobligated money pursuant to the terms of the resulting contract. Such refunds shall be due within thirty (40) days following the end of the contract period from the time the overpayment is discovered.

SECTION 5.0 TECHNICAL SPECIFICATIONS

5.1 TASK LIST

Task Lists will be based on the program specific activities as mentioned in Section 2.6, and a list of deliverables will be negotiated after application is approved for funding

5.2 TASK LIMITS

Providers shall not perform any tasks related to the project other than those designated in the aforementioned list of deliverables without the express written consent of the department.

5.3 STAFFING LEVELS

Applicants shall include their proposed staffing for technical, administrative and clerical support provisions. Providers shall maintain an adequate administrative structure and support staff sufficient to fulfill its contractual responsibilities. In the event the department determines that the provider's staffing levels do not conform to those promised in the application, it shall advise the provider in writing and the provider shall have forty-five (45) days to remedy the identified staffing deficiencies.

Providers shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's designated contract manager will exercise exclusive judgment in this matter.

5.4 PROFESSIONAL QUALIFICATIONS

Providers 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 that may be required by law.

5.5 STAFFING CHANGES

Providers shall staff the project with key personnel as identified in the application who are considered by the department to be essential to the project. Prior to diverting any of the proposed individuals, the provider shall notify and obtain written approval from the department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with department staff.

5.6 SERVICE DELIVERY LOCATION

Applicants must demonstrate that the proposed activities will be provided in locations that are readily accessible to the priority 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 or to ensure that services are delivered in areas of the state where no services are currently available.

5.7 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 priority population. Hours of operation must be identified in the response to the RFA. Providers must remain operational throughout the project term.

5.8 CHANGES IN LOCATION

Providers shall notify the department in writing a minimum of one week prior to making any changes in location that will affect the department's ability to contact the provider by telephone or facsimile.

5.9 EQUIPMENT

Applicants must include any consideration for costs associated with the provision of equipment and computer software in the budget proposal submitted. Such costs may include, but are 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.

5.10 SERVICE UNITS

Providers will receive a fixed price, fixed fee monthly payment, after successfully completing the deliverables and submission of all reports and data.

5.11 OUTCOMES AND OUTPUTS (PERFORMANCE MEASURES)

Providers will be required to report on the following outcomes and outputs as performance measures as they relate to tasks identified in Section 2.6:

1. The provider will submit semi-annual and annual updates regarding their participation in the strategic plan and quarterly on coalition activities.
2. A monthly report will be required on program specific deliverables.

5.12 PROVIDER'S UNIQUE ACTIVITIES

Providers are solely and uniquely responsible for the satisfactory performance of the activities described in Section 2.6. By execution of a resulting contract, the providers recognize their singular responsibility for the tasks, activities, and deliverables described therein and warrants that they have fully informed themselves of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agree to be fully accountable for the performance thereof.

5.13 COORDINATION WITH OTHER ENTITIES

Providers shall ensure that their services and activities are coordinated with other local entities to ensure non-duplication of services. Failure of other entities does not alleviate the providers from any accountability for tasks or services the providers are obligated to perform pursuant to the resulting contract.

5.14 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.

5.15 MINORITY PARTICIPATION

In keeping with the One Florida Initiative, the Department of Health encourages minority business participation in all its RFAs. 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.

5.16 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. Hearing or speech impaired individuals should email or fax the contact person in this RFA to request a special contact phone number (be sure to include email or fax information for reply) to use when contacting the Florida Relay Service at 1-800-955-8771 (TDD).

5.17 SUBCONTRACTORS

Providers 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 provider enters into with respect to performance under the contract shall in any way relieve the provider 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. When a minority vendor is used the provider shall submit a monthly 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 this contract and must be forwarded to the assigned contract manager.

SECTION 6.0 SUBMISSION OF APPLICATION

6.1 COST OF PREPARATION

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

6.2 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. Electronic submission, 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 RFA number, as identified in the Timeline.
3. It is the responsibility of the provider 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, Project Application Instructions.
3. The application must follow the Order of Submission as identified in Section 7.6.
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 or 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 in the timeline is the sole point of contact from the date of release of the RFA until the selection of the awarded providers. Applications must be submitted by the due date and time as indicated in the RFA Timeline.

6.5 INQUIRIES/WRITTEN QUESTIONS

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

as an official amendment shall constitute a change or modification to the RFA.

SECTION 7.0 PROJECT APPLICATION INSTRUCTIONS

7.1 APPLICATION CONTENT AND PROCESS

1. All specific activities designed under your proposal should remain consistent with the mission, vision and goals of the program. The activities proposed must address one or more of the six goals of the Hillsborough County Health Department's Office of Health Equity and must be located within the intervention area as specified on page 2 of this packet.

2. All programs must be evaluated and a report must be submitted at the completion of the program. The report will include program service deliverables such as demographic data and number, type of activities and success stories of your program. Full evaluation guidelines will be provided for the programs selected.

3. Each organization who is awarded funds through this proposal must register in the My Florida Market Place system. Any organization not registered in the My Florida Market Place system shall do so within 5 days after notification of intent to award. Information about the registration is available and registration may be completed at the My Florida Market Place website:
   http://dms.myflorida.com/dms/purchasing/myfloridamarketplace/myfloridamarketplace_quick_links/vendors .
   Those lacking internet access may request assistance from the My Florida Market Place Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

4. Use the cover page provided on page 3, followed by the narrative.

5. Narratives reviewed will be no longer than four pages long, typed in a 12-point font. In the first page, please tell us about your agency, which will be responsible for the program, experience working with health initiatives and familiarity with the Community Health Division of the Hillsborough County Health Department. On the second page (and part of the third page if needed) please describe briefly, but with specific details, the project you are proposing; this page should provide the following answers:
   a. Who are your target audience and what is the demographic information of their target population?
   b. What are your goals and objectives for your proposed program?
   c. Where will the program take place?
   d. When and how often will the program take place?
   e. How will you implement this program?

6. On the third page please provide a budget on the use of these funds. The cost for administrative fees should total no more than 5% of the amount requested. Applicants must provide one original and 4 copies of the complete package.

7. A committee formed by members of the Strategic Alliance for Health, Hillsborough County leadership committee and outside experts will review your proposal. Each proposal will be evaluated and scored based on the criteria defined in Attachment I. Evaluation sheets will be used by the Evaluation Team to designate the point value

assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the score of the other members to determine the final scoring.

8. You will hear back from us within 30 days after the deadline to submit the proposals. If your proposal is not selected it will be kept on file for six months from the date of review, to be reconsidered if additional funding becomes available. All projects must be complete by August 30, 2013.

7.2 COVER PAGE – One Page Limit

Each copy of the application should include the Cover Page shown on Page 3, which contains the following:

1. RFA number
2. Title of the Application
3. Legal name of the entity (applicant's legal name)
4. Entity's mailing address, including City, State and Zip Code
5. Telephone number, fax number, area code, e-mail and website addresses of the person who can respond to inquiries regarding the application
6. Federal Employer Identification Number (FEID) of the entity
7. Annual and total amount of the project request
8. Entity's fiscal year end date
9. Signature (in blue ink) of the person authorized to submit the application on behalf of the entity.
10. Printed name and title of the person authorized to submit the application on behalf of the entity.

7.3 TABLE OF CONTENTS – One Page Limit

Each copy of the application shall contain a table of contents identifying major sections of the application, as identified in Section 7.6, Order of Submission, with page numbers.

7.4 PROJECT NARRARTIVE – 4 Page Limit

See description in Section 7.1.5

7.5 SCORING METHODOLOGY

Evaluation Methodology and Criteria are defined in this RFA. The following shows the maximum number of points that may be awarded by section, for total possible points of 100.

Category 1	Understanding of Need and Purpose	20 Points
Category 2	Scope of Service	40 Points
Category 3	Respondent Capability	20 Points
Category 4	Cost	20 Points

Category 1 – Understanding of Need and Purpose:

The evaluation will be based on the respondent's supplied information. This information should include:

A thorough understanding of the health disparities affecting the community at large
(Possible Points – 20)

A maximum of 20 points will be awarded for Category 1, (See section 1 of the Scoring Sheet).

Category 2 – Scope of Service

The evaluation will be based on the respondent's supplied information. This information should include:

The program/project objectives and needs as interpreted by the respondent as well as respondent's knowledge of how this program will address health disparities. (Possible Points – 20)

A detailed explanation of the approach the organization will be using for services provided. (Possible Points – 20)

A maximum of 40 points will be awarded for Category 2, (See Section 2 of the Scoring Sheet).

Category 3 – Respondent Capability

The evaluation will be based on the respondent's supplied information. This information should include:

Details of the respondent's background and experience with health and wellness program successes. (Possible Points – 10)

A synopsis of external organizational support and ability to manage and complete the proposed tasks. (Possible Points – 10)

A maximum of 20 points will be awarded for Category 3, (See Section 3 of the Scoring Sheet).

Category 4 – Cost
The evaluation will be based on the respondent's supplied information. This information should include:
Provide justification of cost. This will include a break down and explanation of all elements composing the total budget for the proposed program. (Possible Points 20)

A maximum of 20 points will be awarded for Category 4, (See Section 4 of the Scoring Sheet).

7.6 ORDER OF SUBMISSION

1. First Page	Cover Page
2. Second and Third Pages	Table of Contents
3. Part I	Project Narrative (4 pages maximum)
4. Part II	Workplan
Appendix A	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 B	Budget Allocation (See Attachment IV and V)
Appendix C	E.1. Certification Regarding Lobbying (See Attachment VII) E.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (See Attachment VIII)

7.7 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 prospective provider organization who has legal authority to bind the organization to the provisions of the RFA and the subsequent contract award. This person is usually the President, Chairman of the Board, Chief Executive Officer, or Executive Director. If a person other than the President, Chairman of the Board, Chief Executive Officer, or Executive Director signs the application, a document establishing delegated authority must be included with the application.

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

Attachment I

EVALUATION CRITERIA

RFA Number: FA10-016

Organization Name:_____

SCORING CRITERIA

Section I – Understanding of Need and Purpose

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent demonstrate to having an understanding of health disparities affecting the community, schools or the faith-based organizations?	20	
Total Points for Section 1	20	

Section 2 – Scope of Service

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

Section 3 – Respondent Capability

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

Section 4 – Cost

Evaluation Criteria	Maximum Point Value	Points Awarded
How effectively does the respondent provide an appropriate and reasonable budget for the activities proposed which does not exceed the maximum grant award allowed?	20	
Total Points for Section 4	20	

Attachment I

Evaluation Team Criteria

RATING SHEET AND SCORE SUMMARY SHEET

RFA10-016

OFFICE OF HEALTH EQUITY
STRATEGIC ALLIANCE FOR HEALTH
Application for: Coordinator for Coalition Development, Facilitation and Maintenance for the Partnership for Obesity Prevention (POP)

Organization Name: _____

☐Agency is disqualified based on past contract termination or reduction by the department of reasons other than a mutually agreed upon cause.

		MAXIMUM POSSIBLE POINT VALUES	SCORE
1.	Understanding of Need and Purpose	**20**	_____
2.	Scope of Service	**40**	_____
3.	Respondent Capability	**20**	_____
4.	Cost	**20**	_____
TOTAL POSSIBLE SCORE		**100**	_____

_____ _____

Review Committee Member's Signature Date

_____

Print Name

CFDA No.
CSFA No.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☐ Client ☐ Non-Client
☐ Multi-County

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (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
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.

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 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.

c. 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.

d. 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.

e. 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.

f. 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).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
      Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
      1) allowable under the contract and applicable laws, rules and regulations;
      2) reasonable; and
      3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
      The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
   b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi–year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
      To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

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

F. Indemnification

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

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

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

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

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

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

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the
   provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

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

U. Construction or Renovation of Facilities Using State Funds

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

Electronic Fund Transfer

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

Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

_____ _____
_____
_____
_____

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

E. All Terms and Conditions Included

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

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

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

PROVIDER:

SIGNATURE:

PRINT/TYPE NAME:

TITLE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME:

TITLE:

DATE:

Attachment III

FLORIDA DEPARTMENT OF HEALTH

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

1. DESIGNATIONS:

MINORITY PERSON as defined by Section 288.703 FS; means a lawful, permanent resident of Florida who is, one of the following:

(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**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by Section 288.703 FS, 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).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by Section 295.187, FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by Section 295.187, FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

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.

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 TO PRIME CONTRACTORS:

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 THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER.
F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

Attachment IV

BUDGET SUMMARY FORMAT

(1) BUDGET CATEGORY	(2) PROJECT AMOUNT REQUESTED	(3) LOCAL CASH/IN-KIND MATCH	(4) GRAND TOTAL
PERSONNEL (SALARY AND FRINGE)			
Personnel Salary Primary Victim Services Strategic Plan			
Fringe			
SUBTOTAL PERSONNEL			
EXPENSES			
Travel Strategic planning meeting or staff trainings ($1500)			
Office Supplies General office, education materials, pamphlets, videos, software, computers, curricula, under $1,000 for equipment and office furniture			
Other Rent, utilities, insurance, phone, postage, printing, equipment rental and maintenance, background screening, promotional, marketing materials, advertising, Internet and			
Administrative (5%)			
Subcontractor:			
Subcontractor:			
Other			
Other			
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 FRINGE)

Personnel Salary – 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 project activities must be consistent with that paid for similar work within the prospective applicant's organization.

Name/Position	Computation of Salary (Annual Salary X % of Time)	Cost

Fringe – 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

EXPENSES

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

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.** Travel and training expenses include up to 2 SVPP meetings per year, or staff trainings.

Training or Seminar	Location	Computation	Cost

Office Supplies

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

Items	Computation	Cost

Curricula and Other Educational/Promotional Materials – Itemize the costs of program related curricula, including workbooks, pamphlets, videos and other educational/promotional materials proposed to be used by the program.

Items Computation Cost

Equipment (under $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. This includes computers and office furniture.

Item Computation Cost

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

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

Insurance – Indicate the cost of maintaining comprehensive liability insurance for the program.

Item Computation Cost

Background Screening – Itemize the costs of background screening of employees and volunteers utilized in the program's operation.

Item Computation Cost

Postage/Printing/Equipment Rental & Maintenance - 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

Internet Costs – Indicate the program specific costs for Internet access.

Item Computation Cost

Promotion, Advertising 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

Administrative (5% maximum) – Expenses incurred that are related to the organization as a whole, as opposed to expenses directly related to the contract.

Sub-Contractor Services – For each independent subcontractor proposed to be employed by the program provide the name of the contractor, if known, the method of selection, period of performance, scope of work, method of accountability, and itemized budget and budget justification.

- Name of Contractor
- Method of Selection
- Period of Performance
- Scope of Work
- Method of Accountability
- Itemized budget and Justification

CASH/IN-KIND MATCH (not mandatory)

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)

Description of Match Sources	$ Amount	How Calculated

Expenses

Description of Match Sources	$ Amount	How Calculated

Contractual Services

Description of Match Sources	$ Amount	How Calculated

ATTACHMENT VI

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

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

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
_____Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

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

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

NOTE: Recipients/Subrecipients 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 subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures

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

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

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

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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

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

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

ATTACHMENT VII

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, PROJECTS, 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 project, 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, project, 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, project, 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-projects and contracts under projects, 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 VIII

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 _____ Title _____
08/06