

National Initiative to Address COVID-19 Public Health Disparities among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural best Communities

**RFA 21-001**

**APPLICATION GUIDELINES**

**FY 2021-2023**

**Florida Department of Health in Mami-Dade County  
Office of Community Health and Planning  
Health Equity Office**

**Pre-Application Teleconference**

**November 9, 2021 12 PM to 1:00 PM**

**Conference Call Number: 888-585-9008  
Conference code: Conference Room #: 893-093-027#**

**Application Deadline: November 22, 2021**

Direct all questions about the application process or related issues via email to [valerie.turner@flhealth.gov](mailto:valerie.turner@flhealth.gov) with the subject heading "RFA# 21-001 Questions".

Authorized under Section 20.43, Florida Statutes, and Section 381.0011, Florida Statutes

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

Applicant Name: \_\_\_\_\_

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

City-State-Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Authorized Signature (Manual): \_\_\_\_\_

Authorized Signature (Typed) and Title: \_\_\_\_\_

County and Areas to be Served: \_\_\_\_\_

Total Grant Amount Requested: \_\_\_\_\_

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NOTE: All awards in response to this funding opportunity are subject to the availability of funds and spending authority pursuant to applicable laws. By submitting a grant application pursuant to this funding opportunity, all applicants acknowledge and consent to this condition.

## **FUNDING ANNOUNCEMENT**

The Florida Department of Health (Department), through DOH-Miami-Dade Community Health and Planning Health Equity Office (Program), announces the availability of funding for Fiscal Years (FYs) 2021-2023 awards under the National Initiative to Address COVID-19 Health Disparities Among Populations at High Risk and Underserved Including Racial and Ethnic Minority Populations and Rural Communities grant (hereinafter the “grant”) to address COVID-19-related health disparities and advance health equity.

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

Health prevention services are exempt from Chapter 287, Florida Statutes, but the Department of Health is using a competitive system to select the best providers for the services to be delivered to the targeted audience.

## TIMELINE

**RFA #: 21-001**

Prospective applicants must adhere to the RFA timelines as identified below. It is the applicants' responsibility to regularly check the Department's website for updates.

Schedule	Due Date	Location
Request for Applications Released and Advertised	<b>11/01/2021</b>	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
ONLY E-Mail Submission of Written Questions	<b>11/08/21 by 5:00 PM EST</b>	Submit to: <a href="mailto:valerie.turner@flhealth.gov">valerie.turner@flhealth.gov</a>
Pre-Application Conference Call (Non-Mandatory)	<b>11/09/21 12 pm to 1:00 pm</b>	Conference Call Number: 888-585-9008 Conference code: Conference Room #: 893-093-027#
Anticipated Posting of Answers to Questions	<b>11/12/21</b>	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
Applications due (ONLY Express Mail or Hand Delivered) (no faxed or e-mailed applications)	<b>Must be received by 11/22/21 by 5:00 PM EST</b>	Laura Jimenez Florida Department of Health in Miami-Dade County West Perrine Health Center 18255 Homestead Avenue Miami, Florida 33157 Attention: Office of Community Health and Planning- Administrative Office Suite 112
Anticipated Evaluation of Applications and Deliberations	<b>11/29/2021</b>	Review and Evaluation of Applications Begins and deliberations prior to grant awards.
Anticipated Posting of Grant Award Date	<b>12/06/2021</b>	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>

## **Section 1.0 INTRODUCTION**

### **1.1 Program Authority**

Section 20.43, Florida Statutes, and Section 381.0011, Florida Statutes.

Also, this project is offered by the Department through funding appropriated by the Centers for Disease Control and Prevention (CDC), pursuant to Section 317(k)(2) of the Public Health Service Act [42 USC 247b(k)(2), as amended] and the Consolidated Appropriations Act, 2021 (P.L. 116-260), which contained the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260, Section 2, Division M, Title III).

### **1.2 Notice and Disclaimer**

Grant awards will be determined by the Department of Health in accordance with this publication based on the availability of funds.

The Department reserves the right to offer grant awards for less than the amount requested by applicants as it deems is in the best interest of the State of Florida and the Department. The receipt of proposals in response to this solicitation does not imply or guarantee that any one or all proposals will be awarded a grant. Additionally, the Department reserves the right to negotiate services and funding with applicants prior to the final offer of the grant award(s).

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

### **1.3 Program Purpose**

Address COVID-19-related health disparities and advance health equity by expanding local capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities. Additionally, focus will be on services and building infrastructure that both addresses disparities identified in the current COVID-19 pandemic and set the foundation to address future needs.

### **1.4 Available Funding**

Total Grant Awarded from CDC: \$28,007,265.00  
Total Grant Award for current RFA: \$5,200,000.00

A total of \$5.2 million of funding is available for health equity programing. The number of grant awards will depend upon the amount of funds available, and the number and quality of the applications received. Awards will be in the amount \$50,000-\$200,000 per year for one year. Applicants may submit only one application for consideration under this Request for Applications. Subject to future availability of funds, the Department reserves the right to renew or continue any grants(s) resulting from this RFA.

### **1.5 Funding Period**

The initial term of the contract(s) resulting from this RFA shall be for a funding period of approximately one (1) year beginning January 1, 2022, through December 31, 2022. It is anticipated that the projects will begin January 1, 2022, and end December 31, 2022.

## 1.6 Matching Funds

Not Required

## Section 2.0 PROGRAM OVERVIEW

### 2.1 Background

Coronavirus disease 2019 (COVID-19) has disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. Additionally, racial, and ethnic minority groups and people living in rural communities have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection and might experience barriers to accessing testing, treatment, or vaccination against the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes COVID-19. To reduce the burden of COVID-19 among populations disproportionately affected, it is imperative that local organizations work collaboratively and develop partnerships with key partners who have existing community or social service delivery programs for African American, Hispanic, Asian American, Pacific Islander, Native American or other racial and ethnic minority groups or people living in rural communities.

### 2.2 Priority Areas

This RFA is specifically to populations that have been placed at higher risk and are underserved, which, depending on the needs and priorities of the applicant, may include African American, Latino, and Indigenous and Native American people, Asian Americans and Pacific Islanders, and other people of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) people; people with disabilities; people who live in rural communities; people over the age of 65, and people otherwise adversely affected by persistent poverty or inequality. Applicants are required to define and describe their respective population(s) of focus and describe how they will provide direct support (e.g., services, or programs) to those communities within their application. Please include in the description the number of those you will serve broken out by applicable geographic area and/or community. Preference for funding will be for the zip codes noted below.

#### Target Zip Codes:

33010	33033	33130	33157	33173
33012	33034	33135	33161	33175
33013	33035	33136	33162	33176
33014	33054	33142	33165	33179
33016	33055	33144	33167	33189
33030	33056	33145	33168	33190
33031	33125	33147	33169	
33032	33128	33150	33170	

### 2.3 Program Expectations

Program expectations are to reduce COVID-19-related health disparities among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities. Applicants will work to improve coordination, collaboration and linkages among public and private entities that specifically address health and disparities related to the social determinants of health.

According to the CDC, social determinants of health (SDOH) are conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes. Healthy People 2030 utilizes a place-



based framework that outlines five broad categories of SDOH: Healthcare Access and Quality, Education Access and Quality, Social Community Context, Economic Stability, and Neighborhood and Built Environment. With the successful implementation of policies, systems, or environmental changes each applicant should be addressing one of the core determinants.

The following are overall program goals (Major Program Goals) designed to achieve program exceptions and successful applicants must be able to demonstrate an evidence-based approach in **one** of the categories below:

1. **Improve Healthcare Access and Quality** through addressing key issues such as access to healthcare, access to primary care, health insurance coverage, and health literacy.
2. **Improve Education Access and Quality** by increasing the connection of education to health and wellbeing by addressing high school graduation rates, enrollment in higher learning, language and literacy, early childhood education and development.
3. **Improve Social Community Context** by building the connection between characteristics within the contexts of where people live, learn, work, and play and the relationship that this has on health and wellbeing. Social Community Context can be improved by addressing issues such as cohesion within a community, civic participation, discrimination, conditions in the workplace and incarceration.
4. **Improve Economic Stability** by addressing the connection between the financial resources people have and their health. Economic stability can be addressed by working in key areas such as poverty, employment, food security and housing stability.
5. **Improve Neighborhood and Built Environment** by fostering the connection between where a person lives,- housing, neighborhood, environment-and their health and wellbeing. Improving the neighborhood and built environment includes addressing topics like the quality of housing, access to transportation, availability of healthy foods, air and water quality, and neighborhood crime and violence.

## **2.4 Applicant Project Results**

Applicants must identify anticipated project results that are consistent with the overall program purpose and that address the selected program requirement section. Additionally, the proposed project must incorporate and detail a sustainability plan for sustaining the proposed project beyond initial funding period.

## **2.5 Current Projects**

Applicants must provide a timeline of the proposed project from inception to current program status. This timeline should include but is not limited to how/why the program was developed, past/current funding sources, program success, and ability to be implemented. It should be included as part of the Program Description.

## **2.6 Project Requirements**

1. Develop and carry out projects that facilitate the improvement of health and elimination of health disparities.
2. Create and maintain a sustainability plan.
3. Evaluation.
4. The Department will provide each successful applicant an award letter.
5. The Program will provide each successful applicant a customized scope of work and deliverables based on their activity work plan due according to the resulting contract.

## **2.7 Incomplete Reports**

The Department reserves the right to reject deliverables or 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 resulting Provider a reasonable opportunity to complete the deliverable or report, or to make them adequate or acceptable, or declare the contract to be in default.

## 2.8 Definitions

1. **Applicant.** The organization applying for funding.
2. **Best Practice.** A technique or methodology that, through experience and research, has proven to reliably lead to a desired result, often set forth by an authority, such as a governing research institute or a leading governmental health protection agency.
3. **Built Environment:** A material, spatial, and cultural product of human labor that combines physical elements and energy in forms for living, working, and playing.
4. **Centers for Disease Control and Prevention (CDC).** National public health institute of the United States of America and source of funding.
5. **Contract Manager.** An individual designated by the Department of Health to be responsible for the monitoring, management, and oversight of the mini grant.
6. **Evaluation.** The systematic assessment of the operation and/or the outcomes of a program or policy, compared to a set of explicit standards, as a means of contributing to the improvement of the program or policy (Weiss, 1998).
7. **Evidence-Based.** Refers to the use of research and scientific studies as a base for determining the best practices in a field.
8. **Final Progress Report.** Documentation related to the final services and activities performed by the Provider during a specific period of the year and submitted to the Department.
9. **Healthy People 2030.** A set of data driven national objectives that focuses on improving health and well-being within the entire population over the next decade.
10. **Initial Activity Report.** Documentation of planned project services.
11. **Mini Grant(s).** The resulting agreement entered into between the Department of Health and the successful applicants.
12. **Project Manager.** An individual designated by the applying organization to be responsible for the implementation of the mini grant and is the point of contact for communications.
13. **Provider.** An individual, agency, or organization awarded funding under this RFA under resulting contract(s).
14. **RFA:** Request for Application.
15. **Regulatory Policy or Policies.** A set of rules, guidelines, principles or methods created by government agencies with authority to regulate products or services.
16. **Resulting Contract.** Agreement between a successful applicant and the Department under this RFA.

## **Section 3.0 TERMS AND CONDITIONS OF SUPPORT**

### **3.1 Eligible Applicants**

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

### **3.2 Eligibility Criteria**

Eligible applicants should be an individual or organization active in community-focused, collaborative efforts, which serve to bring together agencies, community groups, academic institutions, and other groups to address health or social concerns.

### **3.3 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.

### **3.4 Minority Participation**

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

### **3.5 Corporate Status**

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

A statement from a state taxing body, State Attorney General, or other appropriate state official, certifying that the applicant has a non-profit status and that none of the net earnings accrue to any private shareholders or individuals.

### **3.6 Non-Corporate Status**

Documentation that verifies the official not-for-profit status of an organization in accordance with Chapter 617, Florida Statutes, must be provided with the application.

### **3.7 Project Period of Support**

The initial term of the mini grants resulting from this RFA shall be for a project period of one (1) year based on performance and the availability of funding, which will begin on or about January 1, 2022 and end December 31, 2022.

### 3.8 Use of Grant Funds

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

**a. Allowable Costs** - must be allowable, reasonable, necessary, and directly related to the percent of time or amount allocated to the project for resulting contract deliverables and may include, but are not limited to the following:

- Personnel (Salaries and wages) to implement the project activities.
- Fringe benefits.
- Equipment (must be justified and with prior approval).
- Supplies.
- Other categories.
- Direct program costs.
- Administrative or indirect Costs (costs could include the cost of collecting, managing, sharing, and preserving data.) Administrative or Indirect costs must be justified and not a duplication of identified direct costs. Administrative or indirect costs of up to 10% of salary and fringe-benefits are allowed under the resulting contracts.
- Recipients may use funds only for reasonable program purposes, including personnel, supplies, and services.

**b. Unallowable costs** - include, but are not limited to the following:

- Capital improvements, alterations or renovations, building alterations or renovations.
- Construction.
- Direct services (e.g., hiring grant writers to prepare competitive grant applications, supporting direct patient services such as counseling).
- Subcontracts .
- Fund raising activities.
- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Travel.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- 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).
- Unless specifically authorized by law, the expenditure of state funds for the following items related to professional and occupational licenses are not allowable:
  - Florida or other bar dues, professional license fees, occupational license fees, driver license fees, other fees for licenses required for an individual to pass the examination for any of the above licenses, unless the training is directly related to the person's current official duties related to delivery

of the program services, examination fees for professional occupational or other licenses for a person to perform his or her official duties.

- Other unallowable costs and expenditures include:
  - Cash awards to employees or ceremony expenditures, entertainment costs, including food, drinks, decorations, amusement, diversion, and social activities and any expenditures directly related to such costs, such as tickets to shows or sporting events, meals, lodging, rentals, or transportation.
  - Out of state travel, organizational affiliations, fund raising and public relations, deferred payments to employees as fringe benefit packages, severance pay and unearned leave, capital improvements, alterations or renovations, lease or purchase of vehicles, development of major software applications.
  - Direct client assistance (monetary), 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/nonpayment of taxes, supplanting of other federal, state, and local public funds expended to develop program services and activities.

2. Allowable and unallowable expenditures are defined by at least one of the following:

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

3. It should be noted that once federal funds are allocated to a state agency, the Florida Department of Financial Services considers the funding to be subject to the same standards and policies as funding allocated by the State legislature. Section 17.29, F.S., gives the Chief Financial Officer (CFO) the authority to prescribe any rule he considers necessary to fulfill his constitutional and statutory duties, which include, but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation. The powers and duties of the CFO are set forth in Chapter 17, F.S. Section 17.03(1), F.S., requires that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State.

### **3.9 Method of Payment**

The Department will use a fixed price and/or cost reimbursement method of payment for communities and faith-based organizations and/or for government agencies and state universities.

### **3.10 Invoicing and Payment of Invoices**

1. The Department will provide payment or reimbursement for allowable expenditures incurred pursuant to the terms of the Resulting Contract for a total dollar amount not to exceed the awarded amount, subject to the availability of funds.

2. Payment will be made upon the receipt, review, and approval of deliverables and a properly completed invoice. Invoices must be submitted and received (not postmarked) **within 20 days** following the end of the month for which payment or reimbursement is being requested. Invoices must be supported with appropriate documentation and reports. Late invoices will result in withheld or delayed payment.

3. Awardees must maintain records documenting the total number of participants and names, or unique identifiers, of individuals who benefit from project activities and the dates on which activities were conducted so that an audit trail is available.

## **Section 4.0      ORDER OF APPLICATION PACKAGE AND REQUIRED FORMS CONTENT**

### **4.1      Order of Application Package**

1. Cover Page (2 Page Limit)
2. Table of Contents (2 Page Limit)
3. Project Abstract/Summary (1 Page Limit)
4. Statement of Need (2 Page Limit)
5. Program Description (3 Page Limit)
6. Project Design (2 Page Limit)
7. Staffing and Organizational Capacity (1 Page limit)
8. Collaboration (1 Page Limit)
9. Proposed Budget Summary and Budget Narrative (5 Page Limit)
10. Sustainability Plan (2 Page Limit)
11. Personnel Form
12. Documentation that verifies official status of CBO (Community-Based Organization) (501c3 status) (if applicable).
13. Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes.
14. Letter(s) of support or commitment to the proposed project from partners that will assist with implementation, support or collaboration of the proposed project.
15. Letter from Front Porch Florida (if applicable).
16. Statement of Need
17. Program Plan or Work Plan
18. Evaluation Plan
19. Management Plan

### **4.2      Application, Project Summary and Content**

1. **Cover Page** (2 Page Limit) to include the following:
  - a. RFA number
  - b. Title of the Application
  - c. Legal name of the organization (applicant's legal name)
  - d. Organization's mailing address, including City, State and Zip Code
  - e. Telephone number, fax number and e-mail address of the person who can respond to inquiries regarding the application
  - f. Federal Employer Identification Number (FEID) of the organization
  - g. Signature of the person authorized to submit the application on behalf of the organization
  - h. Typed name and title of the person authorized to submit the application on behalf of the Organization
  - i. Counties and areas to be served
  - j. Total amount of the grant request
2. **Table of Contents** (2 Page Limit)  
Each copy of the application shall contain a table of contents identifying major sections of the application.
3. **Project Abstract/Summary** (1 Page Limit)  
The Project Abstract/Summary may be used to brief state officials and others about the proposed project. Applicants shall provide a succinct one-page summary of the proposed project in 250 words or less using Attachment I. The project abstract/summary should identify the main purpose of the project, the focal

population to be served, types of services offered, the area to be served, expected outcomes, and the total amount of grant funds requested.

#### **4. Statement of Need (2 Page Limit)**

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

- a. Focal population and geographic area proposed to be served.
- b. Need for the proposed program services and activities in the local community, including any gaps (unmet needs) in services. Include data related to the proposed SDOH project, this should include a comparison of data for the proposed project geographic area with statewide averages to demonstrate relative need for the project.
- c. Whether there are any other state or federally funded programs operating in the county or local community proposed to be served including the following:
  - What focal population or area is being served by these existing programs.
  - How the applicant proposes to avoid duplication of these existing services.
  - How the applicant will prevent the supplanting of funds already being provided.
  - How the proposed program will enhance or differ from the existing programs.
- d. Risk factors and other health and/or social indicators that contribute to the problem specifically related to the CDC's Four Domains of Chronic Disease Prevention.
- e. Impact of the problem on the identified focal population.
- f. Any racial/ethnic and other health disparities related to adolescent pregnancies that exist within the local community.
- g. The source(s) of all data and statistics used to validate the need.

#### **5. Program Description (3 Page Limit)**

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

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

#### **6. Project Design (2 Page Limit)**

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

- a. The intended program structure implementation strategy.
- b. The total number of clients proposed to be reached during the project period.
- c. Brief description or listing of the services and activities that make up the proposed project.
- d. The times of local project service delivery.
- e. A listing and description of other services and activities, if any, that will be provided to supplement the proposed services and activities. Explain how and why these activities were chosen, including how they will support and enhance the expected outcome in relation to achievement of the overall purpose and goals of the this RFA.
- f. Provide project periods for each proposed activity.

## 7. Staffing and Organizational Capacity (1 Page limit)

- The Staffing and Organizational Capacity section shall be used by the applicant to describe the agency's ability to successfully carry-out the proposed project and to sustain the program once grant funding ends. This section should include a brief description of the organization and its approach to managing the project, including proposed staffing for the project. Applicants shall identify in narrative form the following information:
  - a. Background information about the organization and previous grant related experience, if any, including a brief description of projects like the one proposed in response to the RFA. Describe the administrative structure of the organization, its overall mission and how it relates to the statement of purpose for this RFA.
  - b. A synopsis of corporate qualifications indicating ability to manage and complete the proposed project.
  - c. The agency's operating hours.
  - d. Description of how the program will be staffed, e.g., paid staff and/or volunteers. Identify the number and type of positions needed, which will be full-time and which will be parttime, and qualifications proposed for each position, including type of experience and training required. Particularly address instructors, counselors, administrative and management staff and volunteers. If the program will use volunteers, how will they be recruited?
  - e. Description of the organization's plans to provide orientation and on-going training to ensure that staff and volunteers are properly trained to deliver program services and activities.
- Submit the following as **Appendix 1** to the application:
  - a. A table of organization or organizational chart.
  - b. A copy of current Certificate of Authority from the Florida Department of State (not required for governmental agencies, public schools, school districts and county health departments).
  - c. A current roster of the board of directors, including name, address, and telephone numbers and
  - d. A copy, if applicable, of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources.

## 8. Collaboration (1 Page Limit)

- The Collaboration section shall be used by the applicant to describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project as described for the benefit of the identified local population. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends. Applicants shall identify in narrative form the following information:
  - i. The coordination/collaborative process used to plan and implement the proposed project. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or over-lap of services.
  - ii. Each collaborative partner. Describe their role, activities, and expected outcomes as a result of their input.
  - iii. How members of the focal population and the local community will be involved in project implementation.
- Submit the following as **Appendix 2** to the application:
  - Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented.
  - Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.

## 9. Proposed Budget Summary and Budget Narrative (5 Page Limit)

The Proposed Budget Summary and Budget Narrative provide a breakdown and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Program Description and Program Design. The method of cost presentation will be a line-item budget using the format found in Attachment II. Justification for all cost items, including local match, contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in Attachment III. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line item budget. All requested costs shall be reasonable and necessary.



**a. Budget Summary (1 Page Limit)**

- All costs contained in the Budget Summary must be directly related to the services and activities proposed to be provided and identified in the application.
- If there is a match (though not required) of cash or in-kind services being committed to the project, indicate the amount of match the organization or partner agencies will be providing for each budget category.

**b. Budget Narrative (4 Page Limit)**

- Provide justification and details for all cost items, including computations, contained in the Budget Summary.
- Include only expenses directly related to the project and necessary for program implementation.
- Provide a narrative description of the amount and sources of match, if any, that will be provided.

**Note:** If funding is requested in an amount greater than the ceiling of the award range, the application will be considered non-responsive and will not be entered into the review process. The application will be returned with notification that it did not meet the submission requirements.

**10. Sustainability Plan (2 Page Limit)**

Description of the organization's plans for financially sustaining the local project once the funding period ends.

**11. Personnel Form**

**12. Documentation that verifies official status of CBO (Community-Based Organization) (501c3 status) (if applicable).**

**13. Documentation that verifies the official not for profit status of an organization in accordance with Chapter 617, Florida Statutes (if applicable).**

**14. Letter(s) of support or commitment to the proposed project from partners that will assist with implementation, support or collaboration of the proposed project.**

**15. Letter from Front Porch Florida (if applicable).**

**4.3 Statement of Need**

There is a need to reduce COVID-19-related health disparities among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities. Applicants should work to improve coordination, collaboration and linkages among public and private entities that specifically address health and disparities related to the social determinants of health.

According to the CDC, social determinants of health (SDOH) are conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes. Healthy People 2030 utilizes a place-based framework that outlines five broad categories of SDOH: Healthcare Access and Quality, Education Access and Quality, Social Community Context, Economic Stability, and Neighborhood and Built Environment. With the successful implementation of policies, systems, or environmental changes each applicant should be addressing one of the core determinants.

To address these social determinants of health, work should be completed to assist residents in working towards healthier lifestyles and communities. In working to achieve these goals, chronic disease and their risk factors should be addressed through the four CDC identified domains which include: epidemiology and surveillance, environmental approaches, health care system interventions, and community-clinical links.

#### **4.4 Program Plan**

A properly completed program plan or “work plan” using Attachment IV must be submitted as part of this application. If selected, the successful applicant will submit an updated work plan within 15 days following the effective date of the contract. The work plan must be submitted in a format provided by the department and shall minimally contain the following:

1. Local Major Program Goals, which describes the expected long-term effects of the proposed project.
2. Description of the priority focal population to be served by the project.
3. Programmatic Objectives directly related to achievement of the Major Program Goals identified in Section 2.3 and the identified local Major Program Goals. Programmatic objectives should describe the results to be achieved and the manner in which results will be achieved by the project.
4. Identification of the resources available to operate the program (inputs), things that the project will do to achieve the programmatic objectives (activities), the amount of product or services the program intends to provide (outputs), and the intended outcomes or specific changes expected to result from the program activities (outcomes).
5. Sources of data that will be used to document how the inputs, activities, outputs and outcomes will be measured.
6. Persons responsible for carrying out the identified activities.
7. Timelines for achieving the identified activities.
8. Identification of collaborative partners and their roles and responsibilities in implementation of the project.
9. Mechanism for internal monitoring of the agency’s performance on each activity and progress toward meeting the programmatic objectives.

Also, this section relates to the purpose or objectives of the program for which the applicant is submitting a proposal.

#### **4.5 Evaluation Plan**

It is expected that evaluation activities will be implemented at the beginning of the program in order to capture and document actions contributing to program outcomes. The evaluation plan must be able to produce documented results that demonstrate whether and how the strategies and activities funded under the program made a difference in the improvement of minority health and the elimination of health disparities. The plan should identify the expected result (i.e., a particular impact or outcome) for each major objective and activity and discuss the potential for replication.

#### **4.6 Management Plan**

This section identifies those administration and management strategies that will be used in the grant and the following must be addressed:

- Discuss relevant qualifications of proposed key staff for the project. Provide a resume for each proposed staff.
- Indicate the level of effort for each proposed key staff position (e.g. 50%, 75%), including pertinent staff provided on an in-kind basis.
- Provide position or job descriptions for staff positions, including those to be filled.

#### **4.7 Appendices**

All appendices must be clearly referenced, and support elements of the narrative as noted:

- Appendix 1:
- Appendix 2:
- Appendix 3:

## **Section 5.0      APPLICATON REQUIREMENTS AND SUBMISSION OF APPLICATION**

### **5.1    Application Forms**

Applicants must use the official form attached to this RFA. Alternate forms may not be used. Note: Neither the Department of Health nor the State is liable for any costs incurred by an applicant in responding to this RFA.

### **5.2    Pre-Application Conference Call**

A pre-application conference call will be held at the date and time indicated in the Timeline.

Applicants are encouraged, but not required, to participate in the pre-application conference call. The purpose of the pre-application conference call is to answer questions that have been submitted in writing by the due date as provided in the Timeline. Any statements made at the pre-application conference call are advisory only and shall in no way be considered as a change or modification to the contents of the RFA. Any RFA changes or modifications are posted electronically via:

Department of Health Grant Funding Opportunities Website:

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

### **5.3    Inquiries and 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. No telephone calls will be accepted. Answers will be posted as indicated in the Timeline at:

Department of Health Grant Funding Opportunities Website:

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

### **5.4    Application Deadline**

Applications must be received by the date and time indicated in the Timeline. Applications submitted after the deadline will not be considered.
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### **5.5    Submission Methods**

Applications may only be submitted by express mail or hand delivered.

### **5.6    Instructions for Submission of Applications**

Applicants are required to submit the application as follows:

- The application must be signed by an individual authorized to act for the applicant agency or organization and to assume for the organization the obligations imposed by the terms and conditions of the grant.
- Applicants are required to submit application via express mail or hand delivered.
- Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the application number, as identified in the Timeline.
- It is the responsibility of the applicant to assure their application is submitted at the

place and time indicated in the Timeline.

- Late applications will not be accepted.
- Mailed or hand-delivered applications will be considered as meeting the deadline if they are received by the Florida Department of Health, Miami-Dade County, Office of Community Health and Planning by the date/time stated in the Timeline. Applicants are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread. Faxed or emailed applications will not be accepted.
- Applicants are encouraged to submit applications early. The applicant must submit the application prior to the deadline time in order to be considered. Applicants may contact [valerie.turner@flhealth.gov](mailto:valerie.turner@flhealth.gov) with the subject "RFA 21-001 Questions".

## **5.7 Instructions for Formatting Applications**

- Applicants are required to complete, sign, and return the "Cover Page" with their application.
- The application should be single-spaced, and each Section shall not exceed the page limits as identified.
- The application must follow the Order of Submission as identified.
- The pages should be numbered consecutively, and one-inch margins should be used.
- The font size and type should be Times New Roman 12-point font.
- One (1) original application, four (4) copies of the application, and one electronic copy of the application on USB and all supporting documents must be submitted. The original copy must be signed in "blue" ink to indicate the original signature or it must be stamped original.
- 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.

## **5.8 Where to Send Your Application**

Express Mail or Hand Delivered:

Laura Jimenez  
Office of Community Health and Planning  
Florida Department of Health in Miami-Dade County  
West Perrine Health Center  
18255 Homestead Avenue  
Miami, Florida 33157  
Attention: Office of Community Health and Planning-Administrative Office Suite 112

## **5.9 Authorized Signatory**

The signature on the application must be that of an authorized official of the organization. An authorized official is an officer of the applicant's organization who has legal authority to bind the organization to the provisions of the RFA and the subsequent grant award. This person is usually the President, Chairman of the Board, Chief Executive Officer, or Executive Director. If a person other than the President, Chairman of the Board, Chief Executive Officer, or Executive Director signs the application, a document establishing delegated authority must be included with the application. The authorized signature certifies that all information, facts, and figures are true and correct and that if awarded a grant, the agency will comply with the RFA; the resulting contract; all applicable state and federal laws; regulations; grant terms and conditions; action transmittals; review guides; and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program. The organization also agrees to comply with the terms and conditions of the Department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others as necessary.

## **Section 6.0 EVALUATIONS OF APPLICATIONS**

### **6.1 Receipt of Applications**

Applications will be screened upon receipt. Applications that are not complete, or that do not conform to or address the criteria of the program will be considered non-responsive. Complete applications are those that include the required forms in the Required Forms Section of this application. Incomplete applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

### **6.2 Application Evaluation**

Applications will be scored by an objective review committee. Committee members are chosen for their expertise in health and their understanding of the unique health problems and related issues in Florida.

### **6.3 How Applications are Scored**

Applicants will be scored based on the criteria as outlined in scoring matrix (Attachment V).

### **6.4 Grant Awards**

A grant may be awarded in Miami-Dade County to persons, entities, or organizations that submit a comprehensive application package following outlined procedures whose proposal meets the needs of the Department.

### **6.5 Award Criteria**

Funding decisions will be determined by the Department Office of Community Health and Planning who will take under consideration the recommendations and ratings of the committee. Funding an award determination is wholly at the discretion of the Department of Health notwithstanding evaluation point totals, the Department will fund projects throughout communities countywide.

The Department reserves the right to evaluate the organization administrative structure, economic viability, and ability to deliver services prior to final award and execution of the resulting contract

### **6.6 Funding**

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

### **6.7 Awards**

Awards will be listed on the website at: <http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html> on or about the date specified in the Timeline.

## **Section 7.0 POST AWARD, REPORTING AND OTHER REQUIREMENTS**

### **7.1 Resulting Contract Negotiations**

Funded applicants (through their project managers) will be required to negotiate and provide information/documentation to the assigned DOH contract manager(s) to create and finalize the resulting contract.

### **7.2 Monthly Progress Report**

A properly completed quarterly progress report shall be submitted by the 15th day of the month following the end of the month documenting the deliverables performed during that 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:

1. Description of the agency's progress in meeting each of the programmatic objectives identified in the work plan, including the identification of any problems or constraints encountered during the month, including any changes in resources available to operate the program.
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.
4. Identification and documentation, as required of the number of populations
5. Description of activities conducted specifically for the community during the month.
6. Description of collaborative partnership activities held, including identification of any new partnerships achieved during the month, if any.
7. Identification of any special events or media activity, if any, implemented or approved materials produced or purchased and distributed during the month for the purpose of program marketing or education.
8. Description of community education or community support activities conducted during the month.
9. Description of activities carried out during the month for sustaining the project once funding is no longer available.

### **7.3 Expenditure Reports**

The grantees shall submit expenditure report stating, by budget line item, all expenditures made as a direct result of services provided through the funding of the contract to the Department within the time-frame specified in the resulting contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind the grantees certifying that these expenditures are true, accurate and directly related to the contract.

### **7.4 Evaluation and Reports**

Evaluation, initial, final, and other reports may be required pursuant to the resulting contract(s).

## **Section 8.0 REQUIRED FORMS**

1. Cover Page
2. Table of Contents
3. Project Abstract/Summary
4. Statement of Need
5. Program Description
6. Project Design
7. Staffing and Organizational Capacity (including Appendices)

8. Collaboration (including Appendices)
9. Proposed Budget Summary (Attachment II) and Budget Narrative (Attachment III)
10. Sustainability Plan
11. Personnel Form
12. Documentation that verifies official status of CBO (Community-Based Organization) (501c3 status) (if applicable). – (Applicant will provide Documentation)
13. IRS Non-Profit Status 501 (c) (3) – (Applicant will provide Documentation)
14. Letter(s) of Support or Commitment
15. Letter from Front Porch Florida (if applicable).
16. Statement of Need
17. Program Plan or Work Plan
18. Evaluation Plan
19. Management Plan
20. Statement of No Involvement
21. Certification of Drug Free Workplace – (Applicant will provide Documentation)
22. Florida Department of Health Standard Contract (Attachment VI)
23. Financial Compliance Audit (Attachment VII)
24. Lobbying (Attachment VIII) and Debarment (Attachment IX) forms
25. Civil Rights Compliance Checklist (Attachment X)

## Summary Template

Please provide a brief description of the proposed project and any applicable information regarding participants, main outcomes, proposed evidenced-based strategy and sustainability plan. Do not exceed 250 words.



# BUDGET SUMMARY

<b>Provider Name:</b>	The official name of the provider as written in the contract.
<b>Budget Start Date:</b>	The budget start date will be the <b>first day</b> of the current annual period of the contract term. Each year of the contract, or for each renewal period, a new budget should be prepared and submitted to the contract manager to account for the annual allocation.
<b>Budget End Date:</b>	The budget end date will be the last day of the current annual period of the contract term. Each year of the contract, or for each renewal period, a new budget should be prepared and submitted to the contract manager to account for the annual allocation.
<b>Budget Categories:</b>	The budget categories are the major categories of expense allowed under the contract. Generally, there are two categories: 1. Direct Program Expense and 2. Administrative/Indirect Expense.
<b>Current Budget:</b>	Current Budget represents the amount originally allocated to an individual category of expense. For the purpose of revisions, it is the amount of the last approved budget revision.
<b>Budget Adjustment:</b>	Budget adjustment represents the need to change a category of expense in order to maximize the funds allocation under the contract. The Program will inform Provider which categories can and can not be adjusted. When entering the change, increases are entered normally. Decreases must be entered with the minus sign first, followed by the amount.
<b>Revised Budget:</b>	This cell is formatted to add the "Current Budget" and the "Budget Adjustment".

**A. DIRECT PROGRAM COST:**

<b>SALARIES:</b>	Salaries of individuals directly involved in the performance of the contract deliverables.
<b>FRINGE BENEFITS:</b>	Fringe Benefits of individuals directly involved in the performance of the contract deliverables.
<b>SALARY SUBTOTAL:</b>	This cell is formatted to add the "Salaries" and the "Fringe Benefits" to provide a subtotal for salaries and/or adjustments.
<b>ITEMIZED DIRECT EXPENSES:</b>	For this section, you will need to list the expenses identified in the Budget Narrative, note that the items listed in this section of the budget may not be items needed for the services provided under contract. You can adjust this section as needed to include or remove items listed in the Budget Narrative.
<b>RENT:</b>	Expense for the building or office space dedicated to the delivery of service provided under contract.
<b>UTILITIES:</b>	Expense for lights, water and sewage associated with the space dedicated to the delivery of service provided under contract.
<b>COMMUNICATION:</b>	Expense for telephone, cellphone, internet, and cable TV services required for the delivery of services under the contract.
<b>TRAVEL:</b>	Expense for employee's travel directly related to the delivery of services under the contract. Employees must be identified as staff listed in the Budget Narrative. Program approval required for all events and for individuals not directly funded under the contract. Travel reimbursement must be consistent with Chapter 112.061 F.S.
<b>OFFICE EQUIPMENT:</b>	Computers, printers, furniture, lamps, etc. Any equipment that has a useful life greater than 12 months.
<b>OFFICE SUPPLIES:</b>	Pens, paper, staples, etc.

# BUDGET SUMMARY

INCENTIVES:	Please consult with Program on allowable incentive items for clients who will be receiving services under the contract.
<b>DIRECT EXPENSE SUBTOTAL:</b>	This cell is formatted to add all "Itemized Direct Expense" to provide a subtotal and/or adjustments.

**B. ADMINSTRATIVE/INDIRECT COST:** Administrative and indirect costs are those costs associated with activities that do not directly impact the performance of the contract deliverables. Administrative cost includes clerical staff, accounting staff, executive management staff, common office supplies and/or equipment, etc. In the case of indirect cost, these costs are shared amongst a host of programs and/or contracts and are calculated based on a cost allocation plan.

(Administrative/indirect cost are capped at **X**% of contract amount.)

ADMINSTRATIVE:	Sum of administrative cost identified in the Budget Narrative for the contract.
INDIRECT:	Sum of indirect cost identified in the Budget Narrative for the contract.
<b>ADMIN. SUBTOTAL:</b>	This cell is formatted to add "Administrative" and "Indirect" to provide a subtotal and/or adjustments.
<b>BUDGET TOTAL:</b>	This cell is formatted to add "all Budget Categories" to provide a total budget amount and/or adjustments for the budget period.

**BUDGET REVISIONS:** This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the Budget Narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.

Signature not required for the initial execution of the contract, Signature will be required for all revisions and annual updates to the budget by a person authorized to approve the budget for the provider.

\_\_\_\_\_  
Provider's Authorized Representative Signature

Date Provider approves budget revision or annual update.

\_\_\_\_\_  
Date

Florida Department of Health's Contract Manager or authorized staff allowed to approve budget revisions to the contract.

\_\_\_\_\_  
Contract Manager's Signature of Approval

Date Department of Health approves budget revision or annual update.

\_\_\_\_\_  
Date

# BUDGET SUMMARY

**Provider Name:** \_\_\_\_\_

**Budget Start Date:** \_\_\_\_\_

**Budget End Date:** \_\_\_\_\_

<b>Budget Categories</b>	<b><u>Current Budget</u></b>	<b><u>Budget Adjustment</u></b>	<b><u>Revised Budget</u></b>
<b>A. DIRECT PROGRAM COST:</b>			
SALARIES:	_____	_____	_____
FRINGE BENEFITS:	_____	_____	_____
<b>SALARY SUBTOTAL:</b> \$	-	\$ -	\$ -
<b>ITEMIZED DIRECT EXPENSES:</b>			
RENT:	_____	_____	_____
UTILITIES:	_____	_____	_____
COMMUNICATION:	_____	_____	_____
TRAVEL:	_____	_____	_____
OFFICE EQUIPMENT:	_____	_____	_____
OFFICE SUPPLIES:	_____	_____	_____
INCENTIVES:	_____	_____	_____
Enter Item	_____	_____	_____
Enter Item	_____	_____	_____
Enter Item	_____	_____	_____
<b>DIRECT EXPENSE SUBTOTAL:</b> \$	-	\$ -	\$ -
<b>B. ADMINSTRATIVE/INDIRECT COST:</b>			
(Administrative/Indirect cost are capped at <b>X</b> % of contract amount.)			
ADMINSTRATIVE:	_____	_____	_____
INDIRECT:	_____	_____	_____
<b>ADMIN. SUBTOTAL:</b> \$	-	\$ -	\$ -
<b>BUDGET TOTAL:</b> \$	-	\$ -	\$ -

**BUDGET REVISIONS:** This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the Budget Narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.

\_\_\_\_\_  
Provider's Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Manager's Signature of Approval

\_\_\_\_\_  
Date

Contract #: \_\_\_\_\_

# Budget Narrative

<b>Provider Name:</b> _____								
<b>Annual Contract Period Budget Information</b>								
<b>Budget Start Date:</b>	_____	<b>Budget End Date:</b>	_____	<b>Budget Amount:</b>	_____	_____	_____	
<b>A. DIRECT PROGRAM COST</b>								
<b>A.1: SALARIES: This section must be completed for staff that perform tasks directly related to the contract deliverables.</b>								
Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract	
Employee	First	Case Manager						
<b>Total of Direct Salaries Allocated:</b>							<b>\$</b>	-
<b>A.2: FRINGE BENEFITS: This section is for fringe benefits for staff that perform tasks directly related to the contract deliverables.</b>								
Item of Cost	Details on Item of Cost						Amount Allocated to Contract	
<b>Total of Fringe Benefits Allocated:</b>							<b>\$</b>	-
<b>A.3: DIRECT EXPENSE: This section is for expense directly related to the performance of the deliverables for the contract.</b>								
Item of Cost	Explanation of Need						Amount Allocated to Contract	
<b>Total Direct Expenses Allocated:</b>							<b>\$</b>	-
<b>TOTAL DIRECT PROGRAM ALLOCATION:</b>							<b>\$</b>	-
<b>B. ADMINISTRATIVE EXPENSE (including indirect expense)</b>								
<b>B.1: SALARIES: This section must be completed for staff that perform administrative service related to the contract. These salaries can readily be identified.</b>								
Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract	
<b>Total of Administrative Salaries Allocated:</b>							<b>\$</b>	-
<b>B.2: FRINGE BENEFITS: This section is for fringe benefits for staff performing administrative service related to the contract. These salaries can readily be identified.</b>								
Item of Cost	Details on Item of Cost						Amount Allocated to Contract	
<b>Total of Administrative Fringe Benefits Allocated:</b>							<b>\$</b>	-
<b>B.3: Administrative Expense: This section is for expenses related to the administrative activities associated with the contract.</b>								
Item of Cost	Explanation of Need						Amount Allocated to Contract	



Attachment IV - Work Plan

Strategy Description		
Social Determinant of Health Priority Area		
Specific Social Determinant of Health		
Data Source(s) Used to Identify Population(s) of Focus		
Estimated Amount of Funding Allocated to Strategy (% of Total Funding and Dollar Amount)		
Technical Assistance Needs	If Yes, please describe:	

Activity 1 Title					
Activity Focus					
Racial and Ethnic Population(s) of Focus			Describe the Racial and Ethnic Population(s) (if applicable)		
Other Population(s) of Focus					
Estimated Reach of Population(s) of Focus					
Geographic Area Include target Zip Codes					
Setting Description					
Other Setting (if applicable)					
Activity Description	Contributing Partners	Partner Type	Key Deliverables/ Outputs	Start Date	End Date

Activity 2 Title					
Activity Focus					
Racial and Ethnic Population(s) of Focus			Describe the Racial and Ethnic Population(s) (if applicable)		
Other Population(s) of Focus					
Estimated Reach of Population(s) of Focus					
Geographic Area Include target Zip Codes					
Setting Description					
Other Setting (if applicable)					
Activity Description	Contributing Partners	Partner Type	Key Deliverables/ Outputs	Start Date	End Date

Activity 3 Title					
Activity Focus					
Racial and Ethnic Population(s) of Focus			Describe the Racial and Ethnic Population(s) (if applicable)		
Other Population(s) of Focus					
Estimated Reach of Population(s) of Focus					
Geographic Area Include target Zip Codes					
Setting Description					
Other Setting (if applicable)					
Activity Description	Contributing Partners	Partner Type	Key Deliverables/ Outputs	Start Date	End Date

Attachment V

<b>Scoring Matrix RFA-21-001</b>		
Prospective Applicant's Name:		
Annual Amount Requested:		
<b>Order of Application</b>		
	<b>Maximum Points</b>	<b>Points Awarded</b>
Cover Page (2 Page Limit)	2	
Table of Contents (2 Page Limit)	2	
Project Abstract/Summary (1 Page Limit)	2	
Personnel Form	2	
CBO Status Verification	2	
Non-Profit Status Verification	2	
Letter from Front Porch Florida (If Applicable)	0	
<b>Total Score</b>	12	
<b>Appendix 1</b>	<b>Maximum Points</b>	<b>Points Awarded</b>
Submit the following as Appendix --- to the application: • A table of organization or organizational chart. • A copy of current Certificate of Authority from the Florida Department of State (not required for governmental agencies, public schools, school districts and county health departments). • A current roster of the board of directors, including name, address, and telephone numbers and • A copy, if applicable, of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources.	10	
<b>Appendix 2</b>		
Submit the following as Appendix ---to the application: • Letters of agreement or commitment from schools, school districts, and other local organizations where program activities will be implemented. • Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.	10	
<b>Total Score</b>	20	
<b>Statement of Need</b>		
Provides information for each proposed project that indicates a comprehensive understanding of the need for and purpose of the local project activities in Section 4.2 of the RFA. Criteria to be considered are listed below. <b>Maximum Possible Score for the Section is 40 (two-page limit).</b>	<b>Maximum Possible Points</b>	<b>Points Awarded</b>
1. To what extent does the applicant sufficiently demonstrate and clearly identify the priority population and geographic area proposed to be served by the activities in Section 4.2 of the RFA, including ages, gender, racial and ethnic background, health disparities, underserved populations, and risk factors?	10	
2. To what extent does the applicant sufficiently demonstrate and clearly identify the need for the activities in Section 4.2 of the RFA for the priority focus area in the local community, including any gaps (unmet needs), statewide averages, the population data of the community to be served, and other relevant data?	10	
3. To what extent does the applicant sufficiently demonstrate and clearly identify how the funding, through activities in Section 4.2 of the RFA, will impact the problem on the identified priority population?	10	
4. To what extent does the applicant sufficiently demonstrate and clearly identify whether there are any other state or federally funded programs operating in the same county or local community that the project will serve, and if there are other programs, how the applicant plans to ensure that services are not duplicated, or funds supplanted and how the proposed project activities in Section 4.2 of the RFA will enhance or differ from existing projects?	10	

		Total Score	40
<b>Program Description</b>			
<p>The Program Description shall be used to describe the proposed project and to explain how it will address the needs as identified in the Statement of Need. <b>Maximum Possible Score for the Section is 140 (Three-page limit).</b></p>		<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent is the age group of the priority focal population that will be the focus of the project discussed?		20	
2. To what extent is the geographic area by zip code or neighborhood boundaries that the services and activities will cover and the sites where services will be provided discussed?		20	
3. To what extent is each local programmatic objective proposed to be accomplished by the project, the results to be achieved and the way the results will be achieved discussed? Does each objective directly relate to the achievement of the Major Program Goals identified? Are they quantifiable and measurable and do they minimally include objectives related to participants and the delivery of services, and increasing community support for program?		20	
4. To what extent are the intended outcomes or specific changes expected to result from the program activities discussed?		20	
5. To what extent are the activities or actions that will be undertaken to achieve the local programmatic objectives, including timelines with beginning, and ending dates, and the persons who will be responsible for each activity or action discussed?		20	
6. To what extent does the mechanism that will be used by the program to document and measure its progress toward meeting the programmatic objectives discussed?		20	
7. To what extent do the roles and responsibilities of other organizations that will be involved in implementing the project discussed?		20	
		<b>Total Score</b>	<b>140</b>
<b>Project Design</b>			
<p>The Project Design shall be used by the applicant to explain how the proposed project as described in the Program Description will be delivered. Applicants shall identify in narrative form the following information: <b>Maximum Possible Score for the Section is 70 (two-page limit).</b></p>		<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent does the intended program structure implementation strategy?		20	
2. To what extent does the total number of clients proposed to be reached during the project discussed?		10	
3. To what extent is the brief description or listing of the services and activities that make up the proposed discussed?		10	
4. To what extent does the times of local project service detail?		10	



<p>5. To what extent does the listing and description of other services and activities, if any, that will be provided to supplement the proposed services and discussion. Explain how and why these activities were chosen, including how they will support and enhance the expected outcome in relation to achievement of the overall purpose and goals of this RFA?</p>	20	
<p>6. To what extent does the applicant provide project periods for each proposed activity?</p>	10	
<b>Total Score</b>		70
<b>Staff and Organizational Capacity</b>		
<p>The Staffing and Organizational Capacity section shall be used by the applicant to describe the agency's ability to successfully carry-out the proposed project and to sustain the program once grant funding ends. This section should include a brief description of the organization and its approach to managing the project, including proposed staffing for the project. Applicants shall identify in narrative form the following information: <b>Maximum Possible Score for the Section is 45 (one-page limit).</b></p>	<b>Maximum Points</b>	<b>Points Awarded</b>
<p>1. To what extent does the Applicant discuss background information about the organization and previous grant related experience, if any, including a brief description of projects like the one proposed in response to the RFA? Describe the administrative structure of the organization, its overall mission and how it relates to the statement of purpose for this RFA?</p>	20	
<p>2. To what extent does a synopsis of corporate qualifications indicating ability to manage and complete the proposed detailed?</p>	5	
<p>3. To what extent does the agency's detail operating hours?</p>	5	
<p>4. To what extent does the program describe how the program will be staffed, e.g., paid staff and/or volunteers. Identify the number and type of positions needed, which will be full-time, and which will be parttime, and qualifications proposed for each position, including type of experience and training required. Particularly address instructors, counselors, administrative and management staff, and volunteers. If the program will use volunteers, how will they be recruited?</p>	5	
<p>5. To what extent does the description of the organization's plans to provide orientation and on-going training to ensure that staff and volunteers are properly trained to deliver program services and activities discussed.</p>	10	
<b>Total Score</b>		45
<b>Collaboration</b>		
<p>The Collaboration section shall be used by the applicant to describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project as described for the benefit of the identified local population. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends. Applicants shall identify in narrative form the following information: <b>Maximum Possible Score for the Section is 30 (one-page limit).</b></p>	<b>Maximum Points</b>	<b>Points Awarded</b>
<p>1. To what extent does the coordination/collaborative process used to plan and implement the proposed project explained. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services?</p>	10	

2. To what extent is each collaborative partner? Discuss their role, activities, and expected outcomes.	10	
3. To what extent does the applicant detail members of the focal population and the local community and their involved in project implementation?	10	
<b>Total Score</b>		30
<b>Budget Summary</b>		
<p>•The Proposed Budget Summary and Budget Narrative provide a breakdown and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Program Description and Program Design. The method of cost presentation will be a line-item budget using the format found in Attachment --. Justification for all cost items, including local match, contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in Attachment --. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line-item budget. All requested costs shall be reasonable and necessary. <b>Maximum Possible Score for the Section is 20 (one-page limit).</b></p>	<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent does all costs contained in the Budget Summary align directly to the services and activities proposed to be provided and identified in the application?	20	
2. To what extent does the applicant detail match (though not required) of cash or in-kind services being committed to the project, indicate the amount of match the organization or partner agencies will be providing for each budget category?	0	
<b>Total Score</b>		20
<b>Budget Narrative</b>		
<p><b>Note:</b> If funding is requested in an amount greater than the ceiling of the award range, the application will be considered non-responsive and will not be entered into the review process. The application will be returned with notification that it did not meet the submission requirements. <b>Maximum Possible Score for the Section is 30 (four-page limit).</b></p>	<b>Maximum Points</b>	<b>Points Awarded</b>
1. To what extent does providing justification and details for all cost items, including computations, contained in the Budget Summary?	10	
2. To what extent does the applicant include with only expenses that are directly related to the project and necessary for program implementation?	10	
3. To what extent does the applicant provide with a narrative description of the amount and sources of match, if any, that will be provided?	10	
<b>Total Score</b>		30
<b>Sustainability Plan</b>		

<p>To what extent does the applicant describe the organization plan for financially sustaining the local project once the funding period ends. <b>Maximum Possible Score for the Section is 20 (two-page limit).</b></p>	<p><b>Maximum Points</b></p>	<p><b>Points Awarded</b></p>
<b>Total Score</b>	20	
<b>Evaluation Plan</b>		
<p>To what extent does the applicant detail an evolution plan according to section 4.5?</p>		
<b>Work Plan/Program Plan</b>		
<p>A properly completed program plan or “work plan” using Attachment ___ must be submitted as part of this application. If selected, the successful applicant will submit an updated work plan within 15 days following the effective date of the contract. The work plan must be submitted in a format provided by the department and shall minimally contain the following: <b>Maximum Possible Score for the Section is 90 (two-page limit).</b></p>		
<p>1. To what extent does the local Major Program Goals, which describes the expected long-term effects of the proposed project?</p>	10	
<p>2. To what extent does the description of the priority focal population to be served by the project?</p>	10	
<p>3. To what extent does the programmatic Objectives directly related to achievement of the Major Program Goals identified in Section 4.0 and the identified local Major Program Goals. Programmatic objectives should describe the results to be achieved and the way results will be achieved by the project?</p>	10	
<p>4. To what extent does the identification of the resources available to operate the program (inputs), things that the project will do to achieve the programmatic objectives (activities), the amount of product or services the program intends to provide (outputs), and the intended outcomes or specific changes expected to result from the program activities (outcomes).</p>	10	
<p>5. To what extent does the sources of data that will be used to document how the inputs, activities, outputs, and outcomes will be measured?</p>	10	
<p>6. To what extent does the persons responsible for carrying out the identified activities?</p>	10	
<p>7. To what extent does the timelines for achieving the identified activities?</p>	10	
<p>8. To what extent does the identification of collaborative partners and their roles and responsibilities in implementation of the project?</p>	10	
<p>9. To what extent does the mechanism for internal monitoring of the agency’s performance on each activity and progress toward meeting the programmatic objectives?</p>	10	
<b>Total Score</b>	90	

<b>Management Plan</b>		
<p>This section identifies those administration and management strategies that will be used in the grant and the following must be addressed: <b>Maximum Possible Score for the Section is 30 (one-page limit).</b></p>		
<p>1. To what extent is the discussion a relevant qualification of proposed key staff for the project? Provide a resume for each proposed staff.</p>	10	
<p>2. To what extent is indicated to the level of effort for each proposed key staff position (e.g., 50%, 75%), including pertinent staff provided on an in-kind basis?</p>	10	
<p>3. To what extent is a provided position or job descriptions for staff positions, including those to be filled?</p>	10	
<b>Total Score</b>	<b>30</b>	
<b>POINTS AWARDED GRAND TOTAL</b>		

\_\_\_\_\_  
Review Committee Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Notes:

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 "Provider," and jointly referred to as the "parties."

**THE PARTIES AGREE:**

**I. PROVIDER AGREES:**

**A. To provide services in accordance with the terms specified in Attachment I attached hereto**

**B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department.
  - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
  - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, 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. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
  - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
  - j. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii).
  - k. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

1. If Provider is determined to be a subrecipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**C. Audits, Records (including electronic storage media), and Records Retention**

1. To establish and maintain books, records, and documents 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 pertinent to this contract for a period of six 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 years, the records must 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 this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment \_\_\_\_\_, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's 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.
  - b. 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 for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
  - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
  - e. Annual Compensation Report: Provider must submit Attachment \_\_\_\_\_, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each contract year. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If the Provider is exempt from filing IRS Form 990, submit Attachment \_\_\_\_\_ without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to the Provider. In addition, the Provider, by executing this contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in the Provider's submitted Annual Compensation Reports.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider

does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov) or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

8. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.
9. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

**D. Monitoring by the Department and Dispute Resolution:**

1. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, the Department may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this contract for cause, demand the recoupment of funds from subsequent invoices under this contract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
2. Dispute Resolution: Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.

**E. Indemnification**

1. Provider is liable for and will 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 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. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
3. Nothing in this contract shall be construed to require the Department to indemnify the Provider.

- F. 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 in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the

type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must 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. The Department reserves the right to require additional insurance as specified in Attachment I.

**G. 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 except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

**H. 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 will not be unreasonably withheld. Any subcontract, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts are allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract, and shall incorporate the terms of the Department's Standard Contract, into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Department. This contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to the obligations of the Department.

2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.

3. The Department will 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 prior written notice to Provider.

4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

**I. Return of Funds:** 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 paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the 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 Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this contract or through collection proceedings.

**J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

**K. Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.

2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.

4. MyFloridaMarketPlace Transaction Fee:

a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.

b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments,



vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.

- c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. 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 this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering recapture 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.

5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

**L. Background Screening Requirements and Drug Screening Requirements:**

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, Provider agrees to the following:
  - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
  - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
  - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. Drug Screening Requirements: Pursuant to section 112.0455, Florida Statutes if the Provider's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.

**M. Civil Rights Requirements:** Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.

**N. Independent Capacity of the Provider**

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not 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. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are 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 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 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 Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

**O. Sponsorship:** As required by section 286.25, Florida Statutes, if 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 will, 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*" will appear in at least the same size letters or type as Provider's name.

**P. Final Invoice:** To submit the final invoice for payment to the Department no more than \_\_\_\_ days after the contract ends or is terminated. If 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 deliverables and any necessary adjustments have been approved by the Department.

**Q. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**R. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**

1. Public Entity Crime: Pursuant to section 287.133, Florida Statutes, 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 or 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Discriminatory Vendor: Pursuant to section 287.134, Florida Statutes, 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 or 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. Scrutinized Companies: Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
  - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
  - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

**S. Patents, Copyrights, and Royalties**

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
3. Provider, without exception, will 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 Provider. 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, 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 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 will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**T. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five 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, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

**U. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

**V. Information Security and Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this purchase order in accordance with applicable state and federal laws, rules, and regulations and any department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the Provider upon execution of this Contract, including any amendments. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. The Department will provide any department program-specific supplemental protocols to the Provider. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The Department reserves the right to update any department program-specific supplemental protocols throughout the term of this Contract, and the Provider agrees that it will continue to comply with all protocols, as updated and supplement, throughout the duration of this Contract. Provider must comply with any applicable professional standards of practice with respect to confidentiality of information. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.

**W. Venue and Remedies for Default:**

1. Venue: Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one

of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located.

2. Remedies for Default: Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.
- X. **Force Majeure:** The Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Provider.
- Y. **Employment Eligibility Verification:** Effective January 1, 2021, Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Provider under this Contract, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.
- Z. **USDA WIC Services:** Provider agrees to abide by the following requirements if the contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of

any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

## II. METHOD OF PAYMENT

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in 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:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
  2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
  3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless 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 State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
  4. Bonuses: Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to contract funds being allocated for such payment. The Department reserves the right to refuse the Provider's request to allocate any contract funds for the payment of bonuses.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

## III. PROVIDER CONTRACT TERM

- A. Effective and Ending Dates:** This contract will begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It will end on \_\_\_\_\_.
- B. Termination**
1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
  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 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
  3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. In the event of default, in addition to the Department's right to terminate the contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the Contract, and any other remedies at law or in equity.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will 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. Contract Representatives Contact Information:**

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, address, and telephone number of the Department's Contract Manager is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

**E. All Terms and Conditions Included:** This contract and its attachments and exhibits 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 will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_\_\_ page contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above contract and agree to the terms contained within it.

**PROVIDER:** \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**STATE AGENCY 29-DIGIT FLAIR CODE:** \_\_\_\_\_

**FEID# (OR SSN):** \_\_\_\_\_

**PROVIDER FISCAL YEAR ENDING DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.**

# ATTACHMENT VII

## AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. \_\_\_\_\_ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. \_\_\_\_\_ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. \_\_\_\_\_ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

**Note:** A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

## MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (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 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

# **AUDIT GUIDANCE**

## **PART I: FEDERALLY FUNDED**

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**Note:** Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. 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 contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract 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 Recipient's fiscal year end.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient 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; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient 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, recipient 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 Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 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 recipient resources obtained from other than state funds).

**Note:** An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. 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 contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient'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 recipient'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 contract as outlined throughout this document and pursuant to law.



**PART III: OTHER AUDIT REQUIREMENTS**

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a “Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO’s contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

**TYPES:**

1. **SOC 1** – A report on controls over financial reporting.
  - **Type 1 Report** - Report on the fairness of the presentation of management’s description of the service organization’s system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management’s description of the service organization’s system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)
  
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users’ data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
  - Oversight of the organization
  - Vendor management programs
  - Internal corporate governance and risk management processes
  - Regulatory oversight
  - **Type 1 Report** - Report on the fairness of the presentation of management’s description of the service organization’s system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management’s description of the service organization’s system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

**PART IV: REPORT SUBMISSION**

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

A. The Department of Health as follows:

[SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov)

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

**Florida Department of Health**  
Contracts and Grants Management Unit  
Attention: FCAM, Single Audit Review  
4052 Bald Cypress Way, Bin B01  
Tallahassee, FL 32399-1701.

B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

One paper copy mail to:

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

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>

B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

**Note:** Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract 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 the Auditor General access to such records upon request. Recipient 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**

Contract #: \_\_\_\_\_

Federal Award Identification #: \_\_\_\_\_

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

Federal Agency 1 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Federal Agency 2 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_

State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES  
\$ \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Matching and Maintenance of Effort \***

Matching resources for federal Agency(s):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Maintenance of Effort (MOE):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

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

## EXHIBIT 2

### **PART I: AUDIT RELATIONSHIP DETERMINATION**

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients 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.

#### **For the purpose of single audit compliance requirements, the Recipient has been determined to be:**

- Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

#### **For other audit requirements, the Recipient has been determined to be:**

- Service Organization (SO) subject to SSAE18 reporting requirements

**NOTE:** If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

### **PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

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

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

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

**End of Text**

# **EXHIBIT 3**

## **INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS**

### **Part I: Submission to FDOH**

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
  - Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contracts and Grants Management Unit, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01, Tallahassee, FL 32399-1701.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached “Single Audit Data Collection Form.” This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to [SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov) or by telephone to the Single Audit Review Section at (850) 245-4185.

### **Part II: Submission to Federal Audit Clearinghouse**

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

### **Part III: Submission to Florida Auditor General**

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General’s Office



**CERTIFICATION REGARDING LOBBYING**

Attachment VIII

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

**Contract # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Application or Contract Number

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization



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

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

**INSTRUCTIONS**

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

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**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

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

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

- (3) By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the [System for Award Management \(SAM\)](#) database.  
Initials: \_\_\_\_\_ Verification Date: \_\_\_\_\_

<b>CIVIL RIGHTS COMPLIANCE CHECKLIST</b>
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For the Fiscal Year July 1, 2021 to June 30, 2022

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

Minimum Requirements	Compliance			COMMENTS If, No or N/A, Explain briefly	Local - County procedures or policy reference
	Yes	No	N/A		
<b>Requirement: DOH Policy – Designation of Compliance Officer. Programs and facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI); HHS Assurances; as well as Section 504 of the Rehabilitation Act of 1972 (Section 504), the ADA of 1990 (ADA), and the Age Discrimination Act of 1975.</b>					
1.	Has your organization assigned the local responsibility for insuring compliance with the HHS Assurances for <b>Title VI of the Civil Rights Act of 1964 (Title VI)</b> , as amended, under the contract between the Florida Department of Health and the U.S. Department of Health and Human Services to someone in your organization?				
1a.	Who is designated as the local Title VI Coordinator?				
1b.	What is this person's position title?				
2.	Have <b>all contracted service providers</b> with 15 or more employees designated a Title VI Coordinator?				
2a.	a Section 504 coordinator:				

2b.	a contact person for ADA and Limited English Proficiency (LEP) requests					
3.	Has your organization appointed an employee with compliance monitoring responsibilities for Section 504, ADA, and the Age Discrimination Act of 1975? If different from the Title VI coordinator (#1 above), provide the name, position title and contact information.					

**Requirement: DOH Policy – Equal Access and Participation (Participation). Programs and facilities will maintain and record statistics which will document equal access and participation in compliance with Title VI, including participant demographics and program qualification requirements, including numbers applying for services, enrollment, and number not enrolled.**

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

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

**Requirement – Equal Access and Participation: Reporting Compliance**

5.	Does your organization record and maintain statistics which will document equal access and participation in compliance with Title VI?					
5a.	Do your records identify participants and applicants in each program at each center or location, and if so, do you record race, color, national origin, age, gender, and disability status?					

5b.	Are the participation rates reported to the EO Section – and how often?					
5c.	Do you report the number and enrollment rates of applicants and the number of participants who complete each program?					
5d.	Do you offer and collect participant satisfaction surveys for each program?					
5e.	Who has physical custody of the records on applicants and participants, and surveys?					

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

6.	Does your organization annually review the Department’s LEP and Auxiliary Aids Plan (LEP/AA) and incorporate any changes in the local LEP/AA Plan provisions?					
6a.	Who is designated as the LEP/AA Plan contact and coordinator? <i>(Provide the name, title, and phone number)</i>					
6b.	Does the above individual annually review and update the local resources and referrals for your organization?					

**Requirement - Equal Access and Participation: Communications**

6c.	Does your organization provide an updated list of <b>local resources and referrals</b> to staff and/or <b>training</b> , to provide information on how to access the list of resources? If so, does it include the following:					
6c1.	Description of auxiliary aids available for use in each phase of the service delivery process					
6c2.	Does the organization have a requirement for <b>training</b> for direct services field staff, institutional staff					

	and other staff who deal with the public? If so, does it include the following:					
<b>6c2a.</b>	Procedures to be used by direct service staff in requesting appropriate auxiliary aids.					
<b>6c2b.</b>	Florida Relay Service (FRS) phone number (711) publicized for communications.					
<b>6c2c.</b>	Full range of communication options, at no cost to the client.					
<b>6c2d.</b>	A list of formal arrangements with interpreters who can accurately and fluently express and receive in sign language? The names, addresses, phone numbers and hours of availability of interpreters must be readily available to direct services employees.					
<b>6c2e.</b>	Accessibility to supplemental hearing devices as needed.					
<b>6c2f.</b>	Use of written communication in lieu of verbal communications.					
<b>6c2g.</b>	Use of Flash cards to communicate.					
<b>6c2h.</b>	At least one telecommunications device, or an arrangement to share a TDD line with other facilities.					
<b>6c3.</b>	Information that use of family members may be used only if they are specifically requested by a deaf or hard-of-hearing person, and the use does not constitute a conflict of interest.					

<b>7.</b>	Does the organization have <b>Written Monitoring Procedure</b> which includes:					
<b>7a.</b>	Description of how client needs are assessed.					
<b>7b.</b>	Approval responsibility for request for and obtaining the requested auxiliary aid or interpreter					
<b>7c.</b>	Standard time for DOH to provide service(s)					
<b>7d.</b>	FRS phone number (711) publicized					

7e.	Name of CHD/CMS Director or Administrator is provided and displayed					
7f.	Name and contact information for local EO Coordinator, ADA Coordinator and to request LEP/AA Plan services displayed in each location					
7g.	Name and contact information for the DOH EO Manager is provided and displayed					
7h.	A procedure (including Poster) for notifying clients and applicants of the availability of auxiliary aids and procedures for requesting an auxiliary aid					
7i.	List of Locations where DOH Posters have been posted; and when the last On-site was done to ascertain Posters are visible and current?					
7j.	Training and Meeting Notices contain required contact information to request services					

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

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

	discrimination or civil rights violations?					
8c.	Have your local procedures been reviewed and approved by the DOH EO Section?					
8d.	Has your organization provided all participants or applicants for services with contact information for the state Equal Opportunity office (EO Section) in Tallahassee?					
8e.	Have your employees or applicants for employment been provided with contact information for the Department Equal Opportunity office (EO Section) in Tallahassee and informed of their right to file a discrimination complaint?					
8f.	Have your employees or applicants for employment been provided with contact information for the Equal Employment Opportunity Commission (EEOC or the Florida Commission on Human Relations (FCHR) and informed of their right to file a discrimination complaint?					
8g.	Is there a written record made of information regarding a person's request to file a complaint and who provided it?					
8h.	Does your organization ensure the EO Section is informed of any report by a client of possible or alleged violation of discrimination laws in a timely manner?					

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

**for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for accessibility for mobility-impaired individuals.**

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

**Requirement: DOH Policy - Reporting Requirements: Training.**

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



<b>10b.</b>	Have all employees received equal opportunity training within the past three years.					
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**Requirement: DOH Policy- Reporting Requirements: Staff Recruitment and Selection**

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