



**Florida Department of Health -Hillsborough County  
Community Health – Office of Health Equity**

**REQUEST FOR APPLICATIONS**

**Family Planning Services**

**Fiscal Year 2017-2018**

**Application Deadline:**

**Date Application is due: May 23, 2017 by 2:00p.m. EST**

RFA #16-004

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

Organization Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone Number(s) (including area code): \_\_\_\_\_

Fax Number(s) (including area code): \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Total Amount of Grant Request: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature in blue ink: \_\_\_\_\_

Printed Name of Authorized Signature (above): \_\_\_\_\_

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

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

Zip Codes to Be Served: \_\_\_\_\_

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**TIMELINE FOR RFA**

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

SCHEDULE	DUE DATE	LOCATION
Request for Applications Released	4/28/17	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about-the-department-ofhealth/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-ofhealth/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>  <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Submission of Written Questions (Questions may be faxed or e-mailed)	5/10/17	Submit to: Florida Department of Health, Hillsborough County Health Department  Lisa Leavitt 1105 E. Kennedy Blvd., Room 318 Tampa, FL. 33602 lisa.leavitt@flhealth.gov Fax: 813-307-6249
Responses to Questions Posted	5/16/17	Posted electronically:  <a href="http://www.floridahealth.gov/about-the-department-ofhealth/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-ofhealth/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>  <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Project Applications Due to Department and Opened (NO faxed or e-mailed copies of applications will be accepted)	Must be received NO LATER than 2:00pm EST 5/23/17	For U.S. Mail: Florida Department of Health, Hillsborough County Health Department  Lisa Leavitt Attention:RFA#16-004 1105 E. Kennedy Blvd., Room 318 Tampa, FL 33602
Anticipated Evaluation of Applications	5/24/17	Evaluation Team

Anticipated Posting of Grant Opportunity Award	5/27/17	Department of Health Grant Funding Opportunities Website:  <a href="http://www.floridahealth.gov/about-the-department-ofhealth/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about-the-department-ofhealth/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>  <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
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## SECTION 1.0 - INTRODUCTION

### **1.1 Program Authority**

The Florida Department of Health is responsible by legislative mandate (section 381.0051, Florida Statutes) to implement a comprehensive family planning program and make services available to all persons who desire services. Family planning plays a key role in the prevention of unintended pregnancy. Preventing unintended pregnancy improves birth outcomes and reduces the incidence of abortion. An important goal of the family planning program is to improve the health of Florida's women and children by reducing unplanned and unwanted pregnancies and promoting positive pregnancy outcomes.

### **1.2 Notice and Disclaimer**

Contract awards will be determined by the Department of Health at its sole discretion based on the availability of funds. The Department reserves the rights to offer multiple contract awards and to offer contract awards for less than the amounts requested by applicants as it deems in the best interest of the State of Florida and the Department. Additionally, the Department reserves the right to negotiate budgetary changes with providers prior to and after the execution of the contract. Providers may decline the reduced or modified contract award amount and may request a commensurate modification or reduction in the scope of the project. Grant awards are not purchases of services or commodities governed by chapter 287, Florida Statutes. In addition, the award(s) to be granted under this RFA is for health services not subject to the competitive-solicitation requirements of 287.057, Florida Statutes.

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

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

### **1.3 Program Purpose**

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

### **1.4 Available Funding**

The **total** amount available to the provider(s) will be \$850,000 for a period of time from July 1, 2017 through June 30, 2018. Renewal amount will be based on the State and Federal funding each year. This program is funded by Federal Title X and State General Revenue Categorical dollars. The maximum amount available will be broken up by 11 zip codes which are listed in section 2.3 of the RFA.

## SECTION 2.0 - PROGRAM OVERVIEW

## **2.1 Background**

The Department of Health's mission is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards. Historically, the Hillsborough County Health Department provided Family Planning services in its six outlying health centers. Since Fiscal Year 2011/2012, family planning services have been provided by contracted providers within the community.

## **2.2 Priority Areas**

The priority areas for the family planning program is to make available to a substantial segment of Florida's population, on a voluntary basis, both the information and the means to achieve child spacing and planned family size as a way of improving the health status of women and children. Family planning plays a key role in the prevention of unintended pregnancy, including teen pregnancy. Preventing unintended pregnancy also reduces the incidence of abortion and improves birth outcomes. In addition, family planning information, education, and services reduce both the incidence and impact of sexually transmitted diseases through screening and treatment.

The Infant, Maternal and Reproductive Health (IMRH) Unit in the Division of Community Health Promotion, Bureau of Family Health Services identified three measures for the Title X Family Planning Program and the Maternal Child Health programs to reach the below goals:

- To decrease the percentage of births with inter-pregnancy intervals less than 18 months.
- To decrease the percentage of teen births, ages 15-17, that are subsequent or repeat births.
- To increase the percentage of women having a live birth who received preconception counseling about healthy lifestyle behaviors and prevention strategies from a health care provider prior to pregnancy.

## **2.3 Program Expectations**

In order to ensure widespread coverage throughout the county, services are expected to be provided from service locations within zip codes: 33511, 33527, 33563, 33570, 33604, 33611, 33612, 33614, 33615, 33610, and 33619. Provider must indicate the zip code for each location in which provider proposes to maintain a location in which covered services will be provided. HOWEVER, services are to be provided to anyone who requests them, REGARDLESS of their place of residency. Provider must indicate the residence zip code of each person receiving services. Clients provided services under the resulting contract from this Request for Applications (RFA) MUST NOT be required to pay a minimal/gate fee.

## **2.4 Standard Contract**

Each applicant shall review and become familiar with the Department's Standard Contract, Attachment VII to this RFA, which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS"

are hereby incorporated by reference. The standard contract terms and conditions are Attachment VII. Additionally, each applicant should review and become familiar with the Financial and Compliance Audit, Attachment III as it is a requirement for contracts with Federal funding such as those included in this RFA's resulting contract.

## **2.5 Contract Attachment**

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

## **2.6 Project Requirements**

To provide the full array of comprehensive family planning services to women and men in Hillsborough County at or below 100% and up to 250% of poverty and to adhere to the Federal Title X Family Planning Program Guidelines. To provide these services in a manner that will enable Hillsborough County to achieve the measures listed in Sections 2.1 through 2.5.

# **SECTION 3.0 – TERMS AND CONDITIONS OF SUPPORT**

## **3.1 Eligible Applicants**

Eligible applicants include individuals, public or nonprofit organizations, institutions of higher learning, school districts, government agencies or organizations. All individuals, organizations and agencies submitting an application for funding are advised that accepting federal dollars under this RFA will require recipients' compliance with all federal and state laws, executive orders, regulations and policies governing these funds.

All vendors doing business with the State of Florida must have a completed W-9 on file with the Department of Financial Services. Please see the W-9 website to complete: <https://flvendor.myfloridacfo.com> and <http://www.myfloridacfo.com/aadir/SubstituteFormW9.htm>

## **3.2 Eligibility Criteria**

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

1. Public and/or not-for-profit entities.
2. All service providers shall be licensed to do business in the State of Florida for the services they are proposing to deliver, have a 501 C (3) certification if the agency is not for profit, and meet all State and local laws and regulations.
3. Are willing and able to service all eligible consumers.
4. Furnish the eligible services listed in this RFA.
5. Any submittal by a person or affiliate that has been placed on the convicted vendor list shall be rejected as unresponsive and shall not be further evaluated.
6. Provider's practitioners delivering clinical services shall be duly licensed or certified to practice medicine/nursing in Florida and shall maintain good professional standing at all times and practice according to their individual practice acts/protocols. Providers dispensing family planning pharmaceuticals provided by the

Department shall maintain a professional license with qualification as a Dispensing Practitioner. The application for dispensing practitioner can be obtained at the following website:

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

8. Provider will be responsible for providing services in accordance with Title X Guidelines, herein incorporated by reference.

### **3.3 Minority Participation**

In keeping with the One Florida Initiative, the Department 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.

### **3.4 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:

1. 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.

### **3.5 Period of Support**

The initial term of the contract(s) resulting from this Request for Applications award will be for a total of \$850,000 from July 1, 2017 through June 30, 2018. The contract resulting from this application may be renewed, in whole or in part, for a period not to exceed three years or the term of the original contract, whichever is longer. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

### **3.6 Use of Grant Funds**

Allowable and unallowable expenditures are defined by the following: Reference Guide for State Expenditures found at [http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf), Florida Statutes (F.S.), Florida Administrative Code (F.A.C.), Office of Management and Budget (OMB) Circulars A-110-General Administrative Requirements, A-133-Federal Single Audit, A-122-Cost Principles for Not-For-Profits, A-87-Cost Principles for State and Local Governments, A-21-Cost Principles for Universities, Federal Public Laws, Catalog of Federal Domestic Assistance (CFDA), and Code of Federal Regulations (CFR).

It should be noted that if federal funds are allocated to a state agency, the Florida Department of Financial Services considers the funding to be subject to the same standards and policies as funding allocated by the state legislature. The powers and duties of the Chief Financial Officer (CFO) are set forth in Section 17.03(1),

Florida Statutes, and require that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State. Section 17.29, Florida Statutes, gives the CFO the authority to prescribe any rule he considers necessary to fulfill his constitutional and statutory duties, which include, but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation.

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.

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

- Personnel salaries and fringe benefits
- Subcontracts
- Program related expenses, such as office supplies, utilities, insurance and postage
- Promotional items
- Media and marketing - Materials produced with these grant funds become the property of the department.

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

- Telegrams, flowers, greeting cards, plaques for outstanding service
- Decorative items (globes, statues, potted plants, picture frames, etc.)
- Professional dues
- 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
- Travel reimbursement
- 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, building 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 provide services and activities

## SECTION 4.0 – APPLICATION REQUIREMENTS

#### **4.1 Application Forms**

Applicants must use the official cover page attached to this RFA. Alternate forms may not be used.

#### **4.2 Order of Application Package**

Applications for funding must address all sections of the RFA in the order presented and in as much detail as requested. Order of Application Package:

1. Cover page
2. Table of Contents
3. Project Abstract/Summary
4. Statement of Need
5. Program Description
6. Program Plan
7. Evaluation Plan
8. Staff and Organization Capacity
9. Required Documents

#### **4.3 Budget Proposal and Budget Justification Narrative**

Complete the anticipated budget for the project activities in Section 2.5 of the RFA. All requested costs shall be allowable, reasonable and necessary. Complete a budget narrative for all items in the proposed budget. The narrative should directly relate to the budget items requested.

### **SECTION 5.0 – REQUIRED CONTENT OF THE NARRATIVE SECTION**

#### **5.1 Cover Page**

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

1. RFA Number
2. Title of Application
3. Legal Name of the Organization (Applicant's legal name)
4. Organization's mailing address, including City, State and Zip code
5. Telephone number, fax number, area code, e-mail address of the person who can respond to inquiries regarding the application.
6. Federal Employer Identification Number (FEID) of the organization
7. Total amount of the grant request
8. Name of the contact person for Negotiations
9. Signature of the person authorized to submit the application on behalf of the organization
10. Printed name, title and date of the person authorized to submit the application on behalf of the organization
11. Zip code areas to be served

This section should be limited to one page.

#### **5.2 Table of Contents**

Each copy of the application shall contain a table of contents identify major sections of the application, including page numbers.

### **5.3 Project Abstract/Summary**

The Project Abstract shall be used to briefly describe the proposed project. This section 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. This section should be limited to one page.

### **5.4 Statement of Need**

The Statement of Need shall be used to describe the need for the proposed project activities in Attachment II of the RFA. Applicants shall identify, in narrative form, the following information for each component:

1. Describe the priority population and geographic area proposed to be served by the project activities in Section 2.2 of the RFA, including ages, gender, racial and ethnic background, health inequities or disparities, underserved populations, and risk factors.
2. Describe the need for funding, through the project activities in Section 2.5 of the RFA, for the priority focus area in the local community, including any gaps (unmet needs). Include data related to the priority focus area in your community, statewide averages, the population data of the community to be served, and other relevant data.
3. Describe how the funding, through project activities in Section 2.5 of the RFA, will impact the problem on the identified priority population.
4. Describe whether there are any other state or federally-funded programs already operating in the county or local community proposed to be served, what priority population or area is being served by these existing programs, and if other programs exist, how the applicant proposes to avoid duplication of these existing services, prevent the supplanting of funds already being provided, and how the project activities in Section 2.5 of the RFA will enhance or differ from the existing projects.

### **5.5 Program Description**

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

1. The age group of the priority focal population that will be the primary focus of the project.
2. The geographic area by zip code or neighborhood boundaries that the services and activities will cover and the sites where services will be provided. Indicate why those sites were chosen.
3. List the intended outcomes or specific changes expected to result from the program activities.
4. The activities or actions that will be undertaken to achieve the local programmatic objectives.
5. The mechanism that will be used by the program to document and measure its progress toward meeting the programmatic objectives.
6. The roles and responsibilities of other organizations that will be involved in implementing the project, if any.

### **5.6 Program Plan**

The respondent will provide a description of how it might approach performing the tasks identified in Section B of the Family Planning Services Attachment which is Attachment II to this RFA. Work Plan shall include:

- Name of Service Category: Family Planning services
- Estimated Total Number of Family Planning Clients to Be Served
- Narrative on Delivery of Service: Describe how your agency will deliver the services and coordinate with other entities.
- Evaluation Plan: Describe how your agency will achieve the Major Program Goals identified in Section A of the Family Planning Services Attachment, which is Attachment II to this RFA.
- Program Goals: Consider the purpose behind the service you plan to provide and what your organization will achieve for clients by providing services.
- Target Population to Be Served: Clearly describe the target population with regard to age, sex, race/ethnicity, socioeconomic status, and geographic location by zip code.
- Other Funding Streams: Provide a detailed description of how your agency will ensure that client services provided to clients 101% to 250% of the FPL are documented and reported to the Department.
- Confidentiality: Describe how your agency has implemented or will implement State of Florida and Department policies pertaining to confidentiality.
- Accessibility: Describe how the proposed services shall assist persons in overcoming barriers to accessing and sustaining participation in health care services.
- Clearly describe collaborative efforts in coordinating and linking clients to care.

### **5.7 Evaluation Plan**

The Evaluation plan is a narrative description of how the success and impact of proposed project activities in Section 2.2 of the RFA will be measured. Applicants shall identify in narrative form the following information:

1. Describe the types of evaluation conducted for the activities in Section 2.5 of the RFA.
2. Describe who will be evaluating the project activities in Section 2.2 of the RFA, including their qualifications.
3. Describe how the success of the activities in Section 2.5 of the RFA will be measured.
4. Describe how the impact of the activities in Section 2.5 of the RFA on participants' knowledge, skills, and/or physical capabilities will be measured.

### **5.8 Management Plan – Staffing and Organizational Capacity**

This section shall describe the applicant's ability to successfully carry out the proposed project activities in section 2.5 of the RFA. This section should include a brief description of the organization and its approach to managing the project. The applicant's proposal must include:

- A description of the staff who will provide the service, their qualifications, resumes and license numbers
- A table of the organization
- A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project
- Proof of current liability insurance or sovereign immunity
- Resumes of critical project/program staff

### **5.9 Appendices**

Include documentation and other supporting information in this section. Examples may include:

- Organization’s mission statement
- Organizational Chart
- Sample data collection instruments
- Relevant brochures or newspaper articles

## **Section 6.0 SUBMISSION OF APPLICATION**

### **6.1 Application Deadline**

Applications must be received by deadline indicated in the RFA Timeline. Late applications will not be considered.

### **6.2 Submission Methods**

Applications may be sent by U.S. Mail, courier or hand-delivered to the location as identified in the timeline. Electronic submission, faxed or e-mailed applications will not be accepted.

### **6.3 Mailed or Hand-Delivered Applications**

Applicants are required to submit one copy of the application via express/regular mail or hand delivered. Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the RFA number, as identified in the Timeline. The original 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.

Mailed or hand-delivered applications will be considered as meeting the deadline if they are received by the Florida Department of Health in Hillsborough County as indicated in the RFA Timeline. Applicants are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread.

## **Section 7.0 EVALUATION OF APPLICATIONS**

### **7.1 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.

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.

## **7.2 Scoring of Applications**

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

## **7.3 Grant Awards**

Grant awards will be determined by the Department at its sole discretion based on the availability of funds. The awards will be awarded for family planning services provided in Hillsborough County.

## **7.4 Award Criteria**

Funding decisions will be determined by the Department. Funding and award determination is wholly at the discretion of the Department, notwithstanding evaluation point totals.

## **7.5 Funding**

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

## **7.6 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>  
[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

# **Section 8.0 REPORTING AND OTHER REQUIREMENTS**

## **8.1 Post-Award Requirements**

Funded applicants will be required to submit:

- Progress reports in accordance with the Family Planning Attachment II.
- Annual Financial Status Reports.

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

## **8.2 Subcontractors**

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

## **8.3 Provider Unique Activities**

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

## **8.4 Required Documentation**

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

1. Title Page
2. Description of Approach to Performing Tasks per Section 2.5 of this RFA.
3. IRS Non-Profit 501(c)(3) Status
4. Certification Regarding Debarment, Suspension, and Ineligibility
5. Certification Regarding Lobbying
6. Civil Rights Compliance Checklist

## **8.5 Cost of Preparation**

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

## **8.6 Instructions for Formatting Applications**

1. Applicants are required to complete, sign, and return the Cover Page with their application.
2. The pages should be numbered consecutively.
3. The font size and type is at the discretion of the applicant, but must be at least 11 point. One-inch margins should be used.
4. One (1) original application and one electronic copy of the application on Compact Diskette (CD), and all supporting documents must be submitted. The original copy must be signed in "blue" ink or stamped original.
5. All materials submitted will become the property of the State of Florida. The State reserves the right to use any concepts or ideas contained in the application.

## **8.7 Contact Person and Application Delivery Information**

Brandon Cruz, Family Planning Program Supervisor, is the sole point of contact from the date of release of the RFA until the selection of the awarded providers. Applications must be submitted by the due date and time as indicated in the RFA Timeline.

### **8.8 Inquiries and Written Questions**

The contact person identified in the Timeline must receive questions related to the RFA in writing by the date and time indicated in the Timeline. No questions will be accepted after the date and time indicated in the Timeline. The questions may be sent by e-mail, fax or hand-delivered. No telephone calls will be accepted. Answers will be posted as indicated in the Timeline. Any questions regarding the requirements of this RFA or any apparent omissions or discrepancy should be presented to the Department in writing. The Department will determine the appropriate action necessary, if any, and may issue a written amendment to the RFA. Only those changes or modifications issued in writing and posted electronically via <http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>, [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu) will be considered as an official amendment.

### **8.9 Special Accommodations**

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4444 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

### **8.10 Certificate of Authority**

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

### **8.11 Licenses, Permits & Taxes**

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

### **8.12 Vendor Registration**

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. Grantees, unless exempted from registration in the MyFloridaMarketPlace system by law, shall also be registered in the MyFloridaMarketplace system as provided in this section. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within five (5)

days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors)

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 360, Tallahassee, Florida 32399.

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

### ATTACHMENT I – EVALUATION CRITERIA

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

Question	Maximum Possible Point Value	Points Awarded
<p><b>Action Plan:</b></p> <p>Clearly describes the service to be provided in the specified zip codes, who will deliver the service, and develop an action plan with goals and objectives focused towards preventing unintended pregnancies.</p>	30	
<p><b>Respondent Capability:</b></p> <p>How much experience does the proposer have with implementing various components of family planning, such as preconception health, decreasing inter-pregnancy intervals that are less than 18 months, and preventing teen pregnancies?</p>	20	
<p><b>Approach To Performing Tasks:</b></p> <p>How well did the proposer describe how tasks and performance measures will be accomplished in the program?</p>	50	
Total	100	

## ATTACHMENT II

### A. Services to Be Provided

#### 1. Definition of Terms

##### a. Contract Terms:

"Fiscal Year" means the period from July 1st through June 30th.

##### b. Program or Service Specific Terms:

- 1) "Family Planning Services" means the comprehensive provision of medical knowledge, assistance, and services related to the planning of families and maternal health care. Family planning services are voluntarily selected by the client.
- 2) "Informed Consent" means a voluntary decision made by a client who has been fully apprised regarding the permanence, risks, benefits, and alternatives of the contraceptive method chosen.
- 3) "Federal Poverty Level" means the U.S. Department of Health and Human Services (HHS) issues new Federal Poverty Guidelines every year. These guidelines serve as indicators for determining eligibility and fee levels for Family Planning Services.
- 4) "Pharmaceutical" means a "prescription drug" as that term is defined at Section 499.003 (10) Florida Statutes (2010).
- 5) "Patient Encounter" is a patient clinic visit where a patient receives Title X Family Planning Services at a clinic site.
- 6) "Sliding Fee Scale" means predetermined levels for determining fees for services based upon income as measured against Federal Poverty Level guidelines and a determination of low income family status as defined at 42 CFR 59.2.
- 7) "Title X" means population research and voluntary family programs that assist in the establishment and operation of voluntary family planning projects which offer a broad range of acceptable and effective family planning methods. The mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number of their children.
- 8) "Preconception Health" means activities and education provided to women prior to conception to assist them with understanding the relationship between being healthy prior to becoming pregnant and the health of their infant.
- 9) "Low income family" means a family whose annual income does not exceed 100% of the most recent Federal Poverty Guidelines, as described at 42 CFR 59.2.

- 10) “FDOH” means the Florida Department of Health.
- 11) “Department” means the Florida Department of Health, Hillsborough County Health Department.
- 12) “Effective Birth Control Method” are methods that result in 6% to 9% of women experiencing an unintended pregnancy during the first year of typical use. Methods include injectables, pills, patch, ring and diaphragm.
- 13) “Highly Effective Birth Control Method” are methods that result in less than 1% of women experiencing an unintended pregnancy during the first year of typical use. Methods include implants, intrauterine devices and intrauterine systems.
- 14) “Program Requirements for Title X Funded Family Planning Projects” is a document published by the U.S. OPA which outlines the requirements of providing family planning services (Version 1.0, April 2014) and hereinafter referred to as the Program Requirements for Title X.
- 15) “Providing Quality Family Planning Services” is a document published by the Centers for Disease Control (CDC) and Prevention (April 25, 2014) which outlines recommendations of the CDC and the U.S. OPA for providing family planning services. This document serves as a companion to the Program Requirements for Title X.
- 16) “Reproductive Life Plan” is a woman’s goals, including her desire to have or not to have children, and the way(s) in which she will achieve these goals. The plan should focus on an assessment of a woman’s life, such as addressing her: reproductive health goals, educational goals, work goals, and goals to effectively deal with challenges prior to pregnancy. The challenges may include: emotional and physical health, substance use and abuse, financial constraints, lack of support system, and/or domestic or community violence.
- 17) “Technical Assistance Guideline (TAG)” is a protocol or guidance that provides in-depth instructions on how services are to be delivered.

## 2. General Description

### a. Program and State Health Improvement Goals:

- To provide access to contraceptive services, supplies, and information to all who request and are in need of these services with priority given to persons from low-income families.
- To assist individuals in determining the number and spacing of their children.
- To prevent unintended (unplanned and unwanted) pregnancies, promote positive birth outcomes, and healthy families.
- To provide education, counseling, and reproductive health services and supplies. Education and counseling must include preconception and interconception health counseling and discussion of a reproductive life plan.
- To decrease the percentage of teen (ages 15-17) births, that are subsequent (repeat) births.
- To decrease the percentage of non-first births with inter-pregnancy interval less than 18

months.

b. Authority:

Family planning must be provided in accordance with all state and federal laws and regulations, including but not limited to those outlined

c. Scope of Service:

Provide counseling and education on and providing access to a broad range of acceptable and effective/highly effective family planning methods, including natural family planning, infertility services, and related preventive health services and services for adolescents, including adolescent abstinence counseling. Abortion must not be included as a method of family planning.

d. Major Program Goals:

The goal of Family Planning program is to make available to all citizens of the state who are of childbearing age comprehensive medical knowledge, assistance, and services relating to the planning of families, preconception and interconception health care in order to improve pregnancy outcomes and help reduce infant and maternal mortality and morbidity. Additional program goals are found above in paragraph A.2.a.

3. Clients to Be Served

a. General Description:

Services provided under this contract shall be delivered to all women and men who request family planning services regardless of religion, creed, race, ethnicity, color, national origin, immigration/legal status, disability, age, sex, gender identity, number of pregnancies, marital status, or ability to pay.

b. Client Financial Determination:

- 1) 1) Clients eligible for services under this contract are clients who request family planning services. Clients who meet the definition of “low income family” at 42 CFR 59.2 will not be charged a fee. Provider shall adhere to the department’s Account Receivable Policy regarding financial determination and fee collection.
- 2) All persons are eligible for family planning services and must be served in accordance with state law and the Program Requirements for Title X. No client may be denied services for inability to pay a designated fee.
- 3) Provider will develop a local fee schedule based on a cost analysis of all services provided. The schedule of fees should be designed to recover the reasonable cost of providing services. The provider must utilize the sliding fee scale increments, as defined in 64F- 16.006 F.A.C., for assessing fees to clients.

- 4) The financial determination shall take into account the following:
  - a. Proof of county or state residency or country of origin cannot be a requirement for individuals seeking family planning services.
  - b. Client household family income and size shall be obtained from every client, be documented, and updated annually. All clients receiving any family planning service must be placed on a sliding fee scale regardless of whether or not they have a third-party payer.
  - c. Clients who choose not to provide information regarding income shall provide documentation, such as signing a release stating that they are choosing not to go through the eligibility process and agree that they will be charged full fee for services.
  - d. Clients who report employment but are unwilling to provide income verification may be charged full fee. Clients shall be informed that failure to provide proof of income where available may result in full fees being applied.
  - e. Clients who report they have no income are not required to prove absence of income, but may be asked about how they pay for living expenses.
  - f. Income determination for minors who request confidential family planning services shall be calculated solely on the minor's income. Those resources normally provided by parents/guardians (i.e., food, shelter, etc.) shall not be included in determining the income. This may also apply for teens living at home through age 19 and who are seeking confidential services.
  - g. Fees may be waived for any client, including individuals with family incomes above 250 percent of poverty level, who, as determined by the local DOH director/administrator, or their designee, are unable, for good cause, to pay for family planning services.
- 5) Clients whose income is between 101% and 250% of the federal poverty guidelines are to be assessed on a sliding fee scale basis (Exhibit A) and shall be charged according to a schedule of discounts based upon the Family Planning Sliding Fee Scale Instrument. Any federal updates to the Federal Poverty Scale guidelines shall be automatically incorporated into this contract. However, no client will be turned away due to inability to pay. All funds collected from these clients will be utilized to support the program and reported to the Department. Any client who is a member of a low income family as defined in 42 CFR 59.2 shall not be charged a fee.
- 6) There are no gender or age limits for family planning services. Family planning services to minors shall be provided as authorized under Section 381.0051 (4), F.S.
- 7) At each visit, all clients must be assessed for potential Medicaid eligibility, to include the Medicaid Family Planning Waiver, by reviewing the Florida Medicaid Management Information System (FMMIS).

- 8) In addition to paragraphs 1) through 3) above, the provider shall adhere to Section 8.4.1 of the Program Requirements for Title X Funded Family Planning Projects, which includes billing all third parties authorized or legally obligated to pay for services.
- 9) The local fee schedule must be evaluated annually to ensure the fees are reflective of current costs to deliver each service.
- 10) Family Planning clients shall be charged one hundred percent if they do not follow through with the public health insurance (Medicaid) eligibility process.

c. Client Determination:

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

d. Contract Limits:

- 1) The provider will deliver Title X Family Planning Services for the duration of the contract July 1, 2017 – June 30, 2018 at the location and hours indicated in Exhibit \_\_\_\_.
- 2) The provider will be reimbursed \$\_\_\_\_ per patient encounter, per site, payable on a monthly basis, during the contract period.
- 3) Payment under this contract amount shall not exceed \$\_\_\_\_\_.
- 4) The provider shall not charge a co-payment for clients at or below 100% of Poverty, or for those who meet the definition of low income family as provided herein.
- 5) Family Planning contraceptive drugs listed in Exhibit B, Pharmacy Order Form shall be provided at no cost to the Provider to the extent of supplies available.

**B. Manner of Service Provision**

1. Service Tasks

a. Task List:

1. The provider shall ensure client access to a broad range of acceptable and effective family planning methods, including long acting reversible contraceptives (LARCs).
2. The provider shall conduct a face to face meeting with each client to ascertain his or her needs.
3. The provider shall ensure that each client receives education on preconception health counseling and that the client's reproductive life plan is addressed during each visit.

4. Ensure Title X funds are used for direct client services in accordance with CFDA 93.217.
5. Provide services in accordance with Program Requirements for Title X. Also the CDC's Providing Quality Family Planning Services should be followed. In addition, all family planning clinical services must meet and follow the requirements as listed in the department TAG, FAMPLAN TAG: 6, Florida Minimum Guidelines for Routine Contraceptive Management.
6. Provide services deemed "related services" as defined in the Program Requirements for Title X (i.e., minor gynecological problems and testing and treatment for sexually transmitted diseases (STDs) and HIV).
7. The provider shall develop a plan of care for each client. This plan shall contain the client's family planning needs, method(s), and health education needs.
8. The provider shall assess and document the client's contraceptive knowledge and understanding of the chosen method prior to delivering the contraceptive or prescription. The provider shall address identified gaps in knowledge.
9. The provider shall document the medical history of the client and his or her family.
10. The provider shall perform a physical assessment of the client according to "Florida Minimum Guidelines for Routine Contraceptive Management" (includes any subsequent revisions made during the contract period), herein incorporated by reference and other provisions noted in the FDOH Guidebook (includes any subsequent revisions made during the contract period), herein included by reference.
11. The provider shall perform and arrange for analysis of initial and annual laboratory testing to include at a minimum the tests outlined in "Florida Minimum Guidelines for Routine Contraceptive Management" (includes any subsequent revisions made during the contract period), herein incorporated by reference. The provider shall establish a confidential procedure for client notification and follow-up of abnormal laboratory findings.
12. The provider shall provide the client with the FDA approved method of contraception chosen by the client that is medically appropriate for the individual, as determined by the medical history, physical assessment and the U.S. Medical Eligibility Criteria for Contraceptive Use.
13. The provider shall inform the client of the permanence, risks, benefits, and alternatives associated with the method chosen, whether prescriptive or non-prescriptive. The provider shall also educate the client about how the method works and how to use the selected method.
14. The provider shall document the information contained on the Generic Contraceptive Consent Form (Exhibit I) for each time the client has a change of information for current method or for a change of method.

15. The provider shall maintain a current record on each individual served under the contract. This record shall include documentation of the medical history of the client and his or her family, physical assessment, provision of services, and informed consent.
16. The provider shall remove temporary methods such as intrauterine devices or systems (IUDs/IUSs) and Progestin-only implants at the client's request and at the first available appointment. If the provider is unable to provide these services then the provider shall refer the patient.
17. The provider shall maintain the facilities in which the services are provided so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.
18. The provider shall maintain sufficient staff, facilities, and equipment to deliver the agreed upon services and shall notify the Department immediately whenever it is unable, or will be unable, to provide the required quality or quantity of services.
19. The provider shall collect fees from clients whose income does not meet the definition of low income family and shall charge based on a sliding fee scale (Exhibit A) for clients whose income exceeds 100% of the FPL. Fee decisions for minors who seek treatment without parental consent are to be based on the minor's own resources.
20. The provider shall bill all available third parties legally obligated to pay for services prior to charging this contract. Back-up documentation shall be maintained for all third party collections and fees charged to clients with an income of 101% to 250% of the Federal Poverty Level (FPL) and not meeting the definition of low income family. Billings shall be maintained for inspection by the Department's family planning program staff and State/Federal Family Planning Review staff.
21. The provider shall conduct client satisfaction surveys (Exhibit C) of all clients during the months of November and May in a manner which does not violate confidentiality and shall submit the completed surveys to the Department by the 15th day following the month of the survey.
22. The provider shall ask each returning woman if she has unintentionally become pregnant and each returning man if he has unintentionally fathered a child and if they have been a victim of intimate partner violence since the previous visit.
23. The provider shall keep an ongoing record of the number of unintended pregnancies and intimate partner violence reported by clients. They will document the numbers of unintended pregnancies, information supplied by clients regarding the failure of the contraceptive method and reports of intimate partner violence. The documentation will be provided with the monthly patient encounter report.
24. The provider, under the professional supervision of the pharmacy department manager, shall maintain a monthly electronic Pharmaceutical Tracking Log of Department drugs received and used and shall reconcile the log with the actual inventory at the end of each

month and report any discrepancies to the Department contract manager or their designee within five (5) days.

25. The provider shall order through the Department, and orders for family planning prescriptive pharmaceuticals/methods and pregnancy tests shall be placed at the end of each month, adequate to maintain inventory for a six week period, using an electronic or other form provided by or approved by the Department's Central Pharmacy (Exhibit B). Orders shall be submitted to the contract manager or their designee no later than the 5<sup>th</sup> of each month. The family planning and treatment drugs available can be found on the above Department order form.
26. The provider, under the supervision of the prescription department manager, shall segregate all family planning pharmaceuticals provided by the Department for clients who are eligible for services under this contract. The maintenance, storage, recordkeeping and disposition of all pharmaceuticals provided by the Department shall comply with Section 499.003 (54) (a) 4. Florida Statutes (2013) and Section 61N-1.012 Florida Administrative Code, in addition to the requirements of Chapter 465 Florida Statutes and 64B16-25 FAC, where the provider is a pharmacy.
27. The provider shall provide comprehensive pharmacy dispensing services (e.g. dispensing, recordkeeping, drug utilization review, patient profile, patient counseling, and medication therapy management services). The provider shall retain an appropriate pharmacist licensed under Chapter 465 FS to provide these services.
28. The provider shall document for the medication being dispensed.
29. The provider, and pharmacists, will adhere to all Federal, State, and local laws and requirements related to use of family planning pharmaceuticals.
30. Dispensed pharmaceuticals, including stock pharmaceuticals from a licensed manufacturer, shall be appropriately labeled for dispensing in accordance with Section 499.007(2) F.S., Section 893.04(1)(e), F.S., and Rule 64B16-28.108 F.A.C.
31. Unusable or unserviceable family planning pharmaceuticals will be placed in designated quarantine areas for return to the reverse distributor or to the Central Pharmacy pursuant to chapter 499 Part I Florida Statutes and DOHP 395-1-12, Section 5, (3)(a-e).
32. If applicable, upon execution of this contract, the provider shall submit documentation describing separation of abortion clinical services and abortion administrative services from Title X family planning clinical services and Title X family planning administrative services.
33. In accordance with 42 CFR 59.5 (2) the provider shall furnish services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the provider.

34. Staff providing services shall comply with the requirements of Sections 211 and 219 of the federal Department of Health and Human Services Appropriations Act of 1999 and F. S. 39.201 and 827 requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
35. In accordance with Section 211 of the federal Department of Health and Human Services appropriations act of 1999, the provider shall encourage family participation in the decision of minors to seek family planning services and provide counseling to minors on how to resist attempts at coercion into engaging in sexual activities.

b. Task Limits:

1. Services shall be performed in compliance with all applicable state and federal laws and the Federal Program Guidelines For Project Grants For Family Planning Services, effective January, 2001, and the Florida Department of Health Guidebook, herein included by reference (includes any subsequent revisions made during the contract period), herein incorporated by reference. To the extent that there is a conflict between the provisions of the FDOH Guidebook and any provision of Florida or Federal law, the provision of law shall control.
2. All family planning services and service records, including client records, appointments, lab reports, consent forms, client data collection, notification of abnormal lab results, and client billing must be delivered in a manner which ensures client confidentiality.
3. Acceptance of family planning services must not be a prerequisite to eligibility for or receipt of any other service, assistance from, or participation in any other programs for the client.
4. Clients must sign informed consent documents before they receive initial or change of prescriptive contraceptive methods.
5. Contraceptive drugs, methods and pregnancy tests provided by the Department shall only be dispensed to eligible patient/clients under this contract by a pharmacist authorized by law to dispense, such items, acting within the scope of their practice, who are employed by or acting pursuant to a contract with the provider.
6. Unused family planning pharmaceuticals shall be either reverse distributed or destroyed, at the election of the Department. Pharmaceuticals that are designated for reverse distribution shall be provided to a Restricted Prescription Drug Distributor, Reverse Distributor, permittee licensed under chapter 499 part I Florida Statutes for reverse distribution on behalf of the Department. Pharmaceuticals designated for destruction shall be provided to a person permitted under chapter 499 part I Florida Statutes as either a Restricted Prescription Drug Distributor, Reverse Distributor or as a Restricted Prescription Drug Distributor, Destruction permittee. Medications with a six cycle prescription packaging will be reversed distributed 90 days prior to expiration date.

7. The provider agrees not to resell or transfer family planning pharmaceuticals/methods and pregnancy kits provided by the Department to any other entity.
8. Family planning related services must not divert either professional or financial resources from the provision of required family planning clinical services. Examples of related services are: colposcopy, cryotherapy or additional laboratory tests beyond that required or recommended by client history in the TAG, FAMPLAN TAG: 6.

## 2. Staffing Requirements

### a. Staffing Levels:

The provider shall maintain sufficient staff to deliver the agreed upon services and to conform to all state and federal laws.

The provider, except for a provider pharmacy, must employ at least one pharmacist on staff to provide pharmaceutical dispensing services to eligible family planning clients. The provider shall notify the Department contract manager immediately should, for whatever reason, the provider not employ a pharmacist.

### b. Professional Qualifications:

The provider's practitioners delivering clinical services to clients shall be duly licensed or certified to practice their profession in Florida and shall maintain good professional standing at all times and shall practice according to the constraints of their individual practice acts or protocols. The provider shall maintain proof of such licensing or certification in the employee file. Provider agrees to give immediate notice to the Department in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation of such licensure.

Staff shall be able to communicate with those being served and sensitive to clients' ethnic and cultural backgrounds.

The provider will maintain qualified staff to provide services in accordance with department policy, Title X requirements, and Florida Statutes as stated in 2) below.

The provider will assure that all staff working with family planning clients/program receive an initial orientation as required by Program Requirements for Title X prior to providing family planning related services. In addition, the CDC Providing Quality Family Planning Services should be followed. The Department shall ensure that staff are familiar with the Title X program requirements and the CDC recommendations as noted above. Within 30 days of hire all staff working with family planning clients/program, including clerical, administrative, eligibility, clinical, and supervisory, shall receive documented training on:

1. State laws requiring a Title X grantee to report child abuse, child molestation, sexual abuse, rape and incest and who is required to report the offenses to authorities
2. Domestic violence and identifying signs that a client may be abused by a partner
3. The Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104) discussing human trafficking and signs in identifying potential victims

4. The prohibition of abortion as a method of family planning, along with how staff shall provide non-directive information and/or counseling

All staff working with family planning clients/program, including clerical, administrative, eligibility, clinical, and supervisory, shall receive a documented annual update of the information provided in paragraph 2) above as required by the Program Requirements for Title X.

The training, "Requirements and Prohibitions in the Title X Family Planning Setting" meets this mandatory requirement for the initial orientation period. The sign-in sheet or other form of documentation of the initial training and the update shall be available for review during onsite state and federal reviews.

c. Staffing Changes:

Staffing changes may be made as long as the staff members continue to meet the staffing levels and professional qualifications in 2a and 2b above, as well as the professional staffing requirements for pharmacies where applicable, including the requirement for a prescription department manager. The contract manager shall be notified only if staffing changes may interfere with the provider's ability to deliver the agreed upon services.

d. Subcontractors:

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

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

3. Service Location and Equipment

a. Service Delivery Location:

1. Clinical locations: The names and addresses of all locations at which the provider will provide clinical services in Exhibit \_\_\_\_.

b. Service Times: Attached and described in Exhibit \_\_\_\_.

Clients that have emergent issues or questions may contact the office during hours of operation listed on Exhibit \_\_\_\_.

c. Changes in Location:

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

d. Equipment:

All equipment used to provide the contracted services shall be maintained in good working order.

4. Deliverables

a. Service Units:

A service unit under this contract is equivalent to one session as defined under section A.1.5.

b. Reports:

- 1) The provider shall submit to the Department all information contained on the Family Planning Encounter Form (Exhibit D), including financial screening information for each client served in the previous week. Additional information for each patient shall be Current Procedural Terminology (CPT) codes and International Classification of Disease (ICD-10) codes and additional financial screening information shall include the family size and number of wage earners in the filing unit. This information is due the following Wednesday. The monthly invoice shall not be paid until this information is received.
- 2) The provider shall submit financial screening information as indicated on the Family Planning Encounter Form (Exhibit D), for each patient seen during the month for which reimbursement is being requested. Additional financial screening information shall include the family size and number of wage earners in the filing unit.
- 3) The provider shall submit annually or upon request, information necessary to meet federal requirements.
- 4) The provider shall submit completed satisfaction surveys twice yearly. The surveys will be done during the months of November and May. Surveys are to be submitted with the invoice for those months.
- 5) The provider shall submit to the department an invoice for services (Exhibit E) within 15 days following the end of the month for which reimbursement is sought. The provider shall attach to the invoice a session report for each site which shall include the name of the site and number of sessions that were held during the month being billed.

- 6) The provider shall provide the following monthly reports by the 5<sup>th</sup> of the month:
  - a. A report of the family planning pharmaceuticals dispensed or administered for the preceding month by date and client identifier monthly.
  - b. An electronic, or paper copy of the current Pharmaceutical Inventory Tracking Log (Exhibit F) as of the end of the preceding month.
  - c. A signed hard copy of the electronic Family Planning Pharmaceutical Order Form (Exhibit B).

c. Records and Documentation:

- 1) The provider shall maintain a current record on each individual client served. The client record shall include documentation of client income and resources, informed consent, medical history of the client and his/her immediate family, physical assessment, and dates and types of service provided. This documentation shall be retained as directed in the Standard Contract Section I.D. All information contained in health records is confidential, with access governed by state and federal laws.
- 2) The provider shall maintain a file of client satisfaction surveys that were completed during the months of November and May; and shall be submitted to the department by the 15<sup>th</sup> day following the end of the month.
- 3) The provider shall maintain personnel records and subcontractor files that include, at a minimum, documentation of malpractice insurance, professional licensure and/or certification required to fulfill individual responsibilities.
- 4) The provider shall include with the patient encounter data, the clients reporting intimate partner violence; and the patients reporting unintended pregnancies.
- 5) The provider shall maintain a monthly Pharmaceutical Tracking Log (Exhibit F) at each clinic and pharmacy location where pharmaceuticals are dispensed or administered, for each drug supplied by the Department which indicates the starting and ending inventory, the number of units dispensed or administered daily, and the date of each dispensing or administering service. No provision of this paragraph authorizes the transfer of a pharmaceutical from one location to another location to be stored and not used or returned daily to the originating location.
- 6) The provider, through the professional supervision of a prescription department manager, shall maintain a record of family planning pharmaceuticals / methods dispensed or administered by client identifier and date.
- 7) The provider must maintain a copy of Section 1008, Title X, Public Health Services Act of 1970 (P.L. 910 572) which prohibits the use of Title X funds in programs where abortion is a method of family planning.
- 8) The provider must maintain a copy of 42 CFR 59.5 which prohibits the subjection of individuals to any coercion to accept services or to employ any particular methods of

family planning.

- 9) The provider must maintain copies of Section 381.0051, Florida Statutes, Chapter 64F-7, Florida Administrative Code, and the Federal Program Guidelines for Program Grants for Family Planning Services effective January, 2001, which define state and federal policy regarding family planning services in the provider's clinics and worksites.
- 10) The provider must maintain copies of Sections 211 and 219 of the federal Department of Health and Human Services Appropriations Act of 1999 which define federal policy regarding notification or reporting of child abuse, child molestation, sexual abuse, rape or incest for the provision of counseling to minors on how to resist attempts at coercion into engaging in sexual activities.
- 11) The provider agrees to maintain confidentiality of all records required by law or administrative rule to be protected from disclosure. The provider agrees to hold the Department harmless from any claim or damage, including reasonable attorney's fees and costs, or from any fine or penalty imposed, as a result of an improper disclosure by the provider of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

5. Performance Specifications

a. Outcomes and Outputs:

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

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

b. Standards Definitions:

- 1) The provider shall achieve a satisfactory or better rating on 90% of client satisfaction surveys.
- 2) At least 90% of clients will have a documented plan of care addressing their family planning needs as evidenced by a random quarterly record review for each clinic site.
- 3) 100% of clients who have opted for specific family planning methods will be medically screened to assure the appropriateness and safety of the chosen method for that individual.
- 4) At least 80% of teen family planning clients will adopt an effective or highly effective method of birth control

- 5) At least 95% of family planning clients served will have documentation of race and ethnicity in their records.
- 6) At least 95% of family planning clients served will have documentation of a reproductive life plan in their records.
- 7) At least 95% of family planning clients will have a method documented in their records.
- 8) At least 95% of family planning clients will have their income documented in their records.

c. Monitoring and Evaluation Methodology:

- 1) By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the provider to achieve compliance with the standards. If the Department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the Department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.
- 2) The contract manager shall monitor the contract on-site a minimum of one time during the contract period, verifying that all terms of the contract are fulfilled by inspection of the facility, personnel records, subcontractor files, and a sample of client medical and staff educational records.
- 3) The contract manager shall monitor the client satisfaction surveys, which are to be submitted to the Department by the 15th day following each survey period.
- 4) Procedures regarding corrections of the noted deficiencies are identified on the first page of the contract under Section I E, Monitoring.

d. Performance Definitions:

All definitions are listed in Section A.I. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities:

- 1) The provider shall submit information on the Family Planning Encounter form (Exhibit D), CPT and ICD-10 Codes for each service performed for a client covered under this contract.

- 2) The provider, through the professional supervision of the prescription department manager, if applicable, shall maintain a segregated inventory, inventory records, inbound audit trail records, and dispensing records to account for all drugs received from the department.

b. Coordination with Other Providers/Entities:

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

c. Training

Title X requires multiple training courses which include orientation courses and annual courses. It will be mandatory that all staff members who will be performing services under this Title X funding will be required to take the orientation training and an annual course training. The training may be online, via a conference call or classroom training. The provider will coordinate with the Department for family planning orientation of new staff within 30 days of hire.

7. Department Responsibilities

a. Department Obligations:

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

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

b. Department Determinations:

The Department retains the exclusive authority to determine client eligibility.

**C. Method of Payment**

This is a fixed price contract. The Department shall pay the provider for the delivery of family planning service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$\_\_\_\_\_ subject to the availability of funds at the price and limits listed below:

Upon satisfactory completion of the services and documentation of clinic sessions as specified on Page 9, Section A.3.d.1) of this contract, the provider will be paid \$\_\_\_\_\_ per patient, 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. The Department reserves the right to withhold any or all the contract fees if the provider fails to comply with any terms and/or conditions of this contract. The Department's decision to withhold or reduce monthly payments shall be submitted to the provider in writing. The written notice shall specify the manner and extent to which the provider has failed to comply with the terms of the contract and timeframes for compliance.

The proposed service unit price shall include one session of family planning services for individuals less than 250% of the Federal Poverty Level guidelines.

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

Individuals are to be screened to determine eligibility according to the Federal Poverty Guidelines and client resources. Clients between 101% and 250% of the FPL and who are not from a low income family, as defined herein, are to be charged according to a schedule of discounts based upon the Family Planning Sliding Fee Scale Instrument. All funds collected from these clients will be utilized to support the program and reported to the Department.

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

The provider shall request payment on a monthly basis through submission of a properly completed invoice (Exhibit E) and supporting documentation within 15 days following the end of the month for which payment is being requested.

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

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

#### **D. Special Provisions**

1. Services provided under this contract shall be delivered to all women and men who request family planning services regardless of religion, creed, race, ethnicity, color, national origin, immigration/legal status, disability, age, sex, gender identity, number of pregnancies, marital status, or ability to pay.
2. Any significant inventory shortages will be reported to the Department within two working days of

discovery of the shortage. Upon termination of this contract, any drugs remaining in the inventory will be returned to the Department within ten (10) days of termination.

3. Assuming the provider obtains the appropriate licensure to purchase the pharmaceuticals, chlamydia medications will be purchased from an authorized source that is approved by the Department and permitted under Chapter 499 Part I Florida Statutes to engage in the wholesale distribution of prescription drugs in Florida.
4. The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
5. Section 1008, Title X, of the Public Health Service Act of 1970 (P.L. 910572) prohibits the use of federal funds to pay for abortions. If the provider conducts abortion services, the provider must document measures taken to assure compliance with separation of Title X Family Planning Services and abortion services upon execution of the contract and comply with these measures throughout the contract period
6. If the provider conducts abortion services, submit to the Department upon execution of this contract a report that includes the following information:
  - a. Detailed documentation of how abortion services are clearly identifiable as separate services from family planning, i.e. abortion services are provided in a separate clinic, on different days, in a separate part of a building, use of different sign-in sheets.
  - b. A listing of site locations, schedules and other distinguishable evidence that clearly delineate the two programs.
  - c. Documentation of accounting policies and procedures that assures complete separation of Title X funds from funding for the abortion services.
  - d. The location in the provider's clinics and worksites where copies of Section 381.0051, Florida Statutes; Chapter 64F-7, Florida Administrative Code, Title X of the Public Health Service Act of 1970 (P.L. 910572) and the Title X Requirements and Guidelines which define policy regarding administration of family planning services are maintained.
7. Upon execution of the contract, the provider shall certify that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts at coercion into engaging in sexual activities as required in Section 211 of the federal Department of Health and Human Services Appropriations Act of 1999.
8. Financial Remedies
  - a. The provider shall not be paid the \$\_\_\_\_\_ patient encounter rate for any visits not performed.
  - b. Additionally, the Department shall reduce the monthly invoice, up to 5% should the provider not meet reporting deadlines for all reports required in this contract.
  - c. The Department shall reduce the contract by 2% quarterly if the provider does not provide documentation that at least 80% of teen clients have a documentation of receiving an effective or highly effective contraceptive method as evidenced by the quarterly Family Planning Annual

Review The third month for each quarter (September, December, March and June) will be when the financial remedy will be deducted.

d. The Department shall reduce the contract by 2% quarterly, if the provider does not provide documentation that at least 95% of family planning clients have their race and ethnicity documented in their records as evidenced by the quarterly Family Planning Annual Review. The third month for each quarter (September, December, March and June) will be when the financial remedy will be deducted.

e. The Department shall reduce the contract by 2% quarterly, if the provider does not provide documentation that at least 95% of family planning clients have a method documented in their records as evidenced by the quarterly Family Planning Annual Review. The third month for each quarter (September, December, March and June) will be when the financial remedy will be deducted.

f. The Department shall reduce the contract by 2% quarterly, if the provider does not provide documentation that at least 95% of family planning clients have their income documented in their records as evidenced by the quarterly Family Planning Annual Review. The third month for each quarter (September, December, March and June) will be when the financial remedy will be deducted.

g. The Department shall reduce the contract by 2% quarterly, if the quarterly record review for each clinic site does not provide documentation that at least 95% of clients have a documentation of having a reproductive life plan as evidenced by a random quarterly record review for each clinic site. The third month for each quarter (September, December, March and June) will be when the financial remedy will be deducted.

## 9. Grievance and Fair Hearing Procedures

### a. Grievances.

- 1) The provider will establish a system of internal agency procedures through which clients may present grievances if received services are reduced, suspended, or terminated or if dissatisfied with the way services are provided.
- 2) The provider shall post Human Rights Advocacy Committee posters and have brochures available and accessible to the clients.

10. Use of Volunteers: The provider will make maximum use of all available community resources, including volunteers serving under the Domestic Volunteer Services Act of 1973 (P.L. 87-394), and other appropriate voluntary organizations. (The use of such services shall supplement, but shall not be in lieu of, paid employees.)

11. Standards for Services and Construction of Facilities: The provider will ensure that the services, facilities, and buildings used to provide services under this contract meet the standards as specified in 45 CFR 1386.17, Standards for Services and Construction of Facilities. The provider will also comply with those standards required by local fire and health authorities.

12. Accessibility: The provider assures that buildings used in connection with the delivery of services

accessed under this contract will meet standards adopted pursuant to the Act of August 12, 1968 (42 U.S.C. 4151-4157), known as the Architectural Barriers Act of 1968

13. Auxiliary Aids for Persons with Sensory, Manual, or Speaking Impairments Department Headquarters and its contracted providers of client services will provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to participate in or benefit from Department programs and services. Auxiliary aids may include Braille and taped material, interpreters, readers, listening devices and systems, television decoders, visual fire alarms using strobe lights, captioned films, and other assistance devices for persons with impaired hearing or vision. The use of auxiliary aids will be at no cost to the client, employee, or applicant.
14. Human Rights/Abuse Reporting:
  - a. Human Rights/Abuse - The provider assures that the human rights of all persons who are receiving services under programs assisted under this contract will be protected pursuant to Chapter 415, F.S., as it applies to client abuse.
  - b. Reporting - The provider shall post in a readily accessible location, and visible to all clients, either procedures or a poster informing clients how they may contact the Human Rights Advocacy Committee.
15. Client Confidentiality: A signed and dated statement of understanding and agreement similar to that used by the Department (Exhibit G) is required of each staff member of the provider.
16. Environmental Tobacco Smoke Clause: The provider shall comply with the Pro-Children Act of 1994, Public Law 103-227, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded health services on a routine or regular basis to children up to age 18. This law also applies to children's services provided in indoor facilities, which are constructed, operated, or maintained with such Federal funds. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Public Law 103-227 does not apply to children's services, which are provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.
17. Copyrights and Right to Data: Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Department has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark, or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to section 286.021, Florida Statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.
18. Contract Renewal: This contract may be renewed on a yearly basis for no more than three (3) years or for a period no longer than the term of the original contract, whichever is longer. Such renewals shall be by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department, and shall be subject to the availability of funds. The amount of the contract to be negotiated at the time of renewal.
19. Renegotiation: The provider and the Department mutually agree to renegotiate and amend this

contract for services to be rendered by the provider should it become necessary due to a reduction in the amount of available State/Federal funds. The Department shall be the final authority as to the amount of funds available for this contract.

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

**END OF TEXT**

Sliding Fee Scale  
Exhibit A

**FAMILY PLANNING PROGRAM SLIDING FEE SCALE  
ANNUAL INCOME RANGES  
Use Only for Family Planning Clients  
64F-16, Florida Administrative Code and s.154.011,(1),(c),7, F.S.\***

2017 Family Size	FEE GROUPS**:						
	A	B	C	D	E	F	G
1	<= \$12,060	\$12,061 - \$15,677	\$15,678 - \$19,295	\$19,296 - \$22,913	\$22,914 - \$26,531	\$26,532 - \$30,150	\$30,151 +
2	<= \$16,240	\$16,241 - \$21,111	\$21,112 - \$25,983	\$25,984 - \$30,855	\$30,856 - \$35,727	\$35,728 - \$40,600	\$40,601 +
3	<= \$20,420	\$20,421 - \$26,545	\$26,546 - \$32,671	\$32,672 - \$38,797	\$38,798 - \$44,923	\$44,924 - \$51,050	\$51,051 +
4	<= \$24,600	\$24,601 - \$31,979	\$31,980 - \$39,359	\$39,360 - \$46,739	\$46,740 - \$54,119	\$54,120 - \$61,500	\$61,501 +
5	<= \$28,780	\$28,781 - \$37,413	\$37,414 - \$46,047	\$46,048 - \$54,681	\$54,682 - \$63,315	\$63,316 - \$71,950	\$71,951 +
6	<= \$32,960	\$32,961 - \$42,847	\$42,848 - \$52,735	\$52,736 - \$62,623	\$62,624 - \$72,511	\$72,512 - \$82,400	\$82,401 +
7	<= \$37,140	\$37,141 - \$48,281	\$48,282 - \$59,423	\$59,424 - \$70,565	\$70,566 - \$81,707	\$81,708 - \$92,850	\$92,851 +
8	<= \$41,320	\$41,321 - \$53,715	\$53,716 - \$66,111	\$66,112 - \$78,507	\$78,508 - \$90,903	\$90,904 - \$103,300	\$103,301 +
9	<= \$45,500	\$45,501 - \$59,149	\$59,150 - \$72,799	\$72,800 - \$86,449	\$86,450 - \$100,099	\$100,100 - \$113,750	\$113,751 +
10	<= \$49,680	\$49,681 - \$64,583	\$64,584 - \$79,487	\$79,488 - \$94,391	\$94,392 - \$109,295	\$109,296 - \$124,200	\$124,201 +
Percent Poverty	<=100%	101%-129%	130%-159%	160%-189%	190%-219%	220%-250%	251+%
Percent of Full Fee	no fee	17%	33%	50%	67%	83%	100%

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

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

\*\* The family planning fee schedule is based on NET INCOME.

NOTES: For families with more than 10 members, add **\$4,180** for each additional member to fee group A.  
Federal Poverty Guidelines may be viewed at <http://aspe.hhs.gov/poverty/>

## Exhibit B

Florida Department of Health – Hillsborough County  
Family Planning Pharmaceutical Order Form

NOTE: PHARMACEUTICALS MAY BE SUBSTITUTED AND ITEMS SUBJECT TO CHANGE OR DISCONTINUANCE			
ORDERS MUST BE PLACED BY THE LAST DAY OF EACH MONTH - AND ONLY ONCE PER MONTH			
CLINIC NAME:			
DATE:			
Requestor:			
Date Ordered:			
PHARMACEUTICAL	QTY	PHARMACEUTICAL	QTY
ALL FLEX FITTING SET		MIRENA IUS	
ALL-FLEX DIAPHRAGM 65MM FLEXIBLE ARCHING SPRING		MULTILEX VITAMIN 100/BTL W/MINERALS	
ALL-FLEX DIAPHRAGM 70MM FLEXIBLE ARCHING SPRING		NONOXYNOL 9 JELLY (SHIPPED BY TUBE)	
ALL-FLEX DIAPHRAGM 75MM FLEXIBLE ARCHING SPRING		NORTREL 1-35 1 CYC 28 DAY	
ALL-FLEX DIAPHRAGM 80MM FLEXIBLE ARCHING SPRING		NORTREL 1-35 3 CYC 28 DAY	
AZITHROMYCIN 250 MG #4/PKG		NORTREL 1-35 6 CYC 28 DAY	
BICILLIN L-A 1.2MU PEN G BENZATHINE (PERMA PEN) 1 X 10 COLD		NuvaRing	
BREVICON 28 1 CYC (GENERIC FOR MODICON)		NYSTATIN 100,000 U/GM CR (15GM/TUBE)	
BREVICON 28 3 CYC (GENERIC FOR MODICON)		ORTHO MICRONOR 1 CYC	
BREVICON 28 6 CYC (GENERIC FOR MODICON)		ORTHO MICRONOR 3 CYC	
CEFTRIAZONE 1 GM VIAL ROCEPHIN		ORTHO MICRONOR 6 CYC	
CONDOMS (ASSOR COLOR) 1000/CS (10 DAY DELIVERY)		ORTHO TRI-CYCLEN 1 CYC 28 TABS	
CONDOMS (LUB LATX) 1000/CS (10 DAY DELIVERY WINDOW)		ORTHO TRI-CYCLEN 3 CYC 28 TABS	
DAILY-VITE TABLET MULTI VIT		ORTHO TRI-CYCLEN 6 CYC 28 TABS	
DESOGEN 28 DAY - 6 CYC		ORTHO TRI-CYCLEN LO 1 CYC 28 TABS	
DESOGEN 28 DAY RPK 1 CYC		ORTHO TRI-CYCLEN LO 3 CYC 28 TABS	
DESOGEN 28 DAY RPK 3 CHC		ORTHO TRI-CYCLEN LO 6 CYC 28 TABS	
DIAPHRAGM COIL SPRING 65 MM		ORTHONOVUM 777 1 CYC 28 DAY	
DIAPHRAGM FLEXIBLE ARCHING SPRING 85 MM		ORTHONOVUM 777 3 CYC 28 DAY	
DOXYCYCLINE 100 mg/14 tabs		ORTHONOVUM 777 6 CYC 28 DAY	
FERROUS SULF 325 MG TAB 100/BOX UD		PARAGARD T 380-A IUD 10 DAY DELIVERY WINDOW	
FOLIC ACID 0.4 MG TAB (400MCG)#100 BTL		PLAN B ONE STEP 1.5 MG/1 TAB PER PACK	
HCG CONTROLS BOX COLD		PREGNANCY TEST KIT 50/PKG (10 DAY DELIVERY WINDOW MUST ORDER MINIMUM OF 3)	
LESSINA-28 1 CYC (GENERIC FOR ALLESE)		RECLIPSEN 1 CYCLE	
LESSINA-28 3 CYC (GENERIC FOR ALLESE)		RECLIPSEN 28 DAY TABLET	
LESSINA-28 6 CYC (GENERIC FOR ALLESE)		RECLIPSEN 3 CYCLES	
Loestrin FE 1/20 (generics: Junel FE; Microg FE; and Gildess FE)		STERILE WATER 5 ML/MIAL 1 X 25 AMPULES	
LOW-OGESTREL 1 CYC (GENERIC FOR LO OVRAL)		Sulfa/Trimeth DS Tab 800 mg/160/mg (#6 tabs/mial)	
LOW-OGESTREL 3 CYC (GENERIC FOR LO OVRAL)		Terconazole 0.4% w/ apl (45gm tube)	
LOW-OGESTREL 6 CYC (GENERIC FOR LO OVRAL)		Triamcinolone acetonide 0.1% (a5 gm tube)	
MEDROXYPROGESTERONE 150 MG (25 VIALS/PK)		Trivora 28 (1 cyc)	
METRONIDAZOLE 500 MG #14		Trivora 28 (3 cyc)	
METRONIDAZOLE 500 MG TAB #4		Trivora 28 (6 cyc)	
METRONIDAZOLE VAGINAL GEL 0.75% (70 GRAM TUBE)		VAGINAL CONTRACEP FILM 1X1260	
MICONAZOLE NIT 2% CRM 45/GM/BX		VAGINAL CONTRACEP FOAM (NONOXYNOL 9) (SHIPPED BY CASE) 1 X 36 CANS	

EXHIBIT C



Customer Satisfaction Survey

We want to know what you think! Please take a minute to fill out this survey so we may continue to improve our services. We are committed to provide you with the best service possible and need your honest opinions – positive or negative.

Today's Date: _____					
					
Check one for each question	Very Satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very Dissatisfied
<i>Overall, how satisfied were you with the services provided today?</i>					
<i>How satisfied were you with the quality of services provided today?</i>					
<i>How satisfied were you with the time it took to be served today?</i>					
<i>How satisfied were you with the quality of the staff today?</i>					

	
Your feedback is appreciated. If you didn't mark Very Satisfied, tell us why _____ _____ _____	
How did you hear about us?	
Family <input type="checkbox"/>	Friend <input type="checkbox"/>
Radio <input type="checkbox"/>	Television <input type="checkbox"/>
Vehicle advertisement (e.g. bus, car) <input type="checkbox"/>	Bus stop advertisement (e.g. bench) <input type="checkbox"/>
Billboard <input type="checkbox"/>	Newspaper <input type="checkbox"/>
Referred by another agency <input type="checkbox"/>	Community event/Health Fair <input type="checkbox"/>

EXHIBIT D



Florida Department of Health - Hillsborough County
Family Planning Encounter Form



Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Suffix: \_\_\_\_\_(Jr, Sr, I, II, III) DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_ SS # \_\_\_\_\_

Stated Gender: [ ] M [ ] F [ ] Unreported Also Transgender: [ ] Yes

Marital Status: [ ] Divorced [ ] Married [ ] Separated [ ] Single [ ] Unknown [ ] Widowed

Race: [ ] American Indian [ ] Asian Indian [ ] Asian other [ ] Black/African [ ] Chinese [ ] Filipino [ ] Hawaiian Native
[ ] Japanese [ ] Korean [ ] Pacific Islander [ ] Samoan [ ] Vietnamese [ ] White [ ] Other [ ] Unknown

Ethnicity: [ ] Hispanic [ ] Non-hispanic [ ] Unknown

Language: \_\_\_\_\_ [ ] Limited English? (Requires translator)

Residence Address: \_\_\_\_\_

ZIP: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

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

ZIP: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ [ ] Cell [ ] Home [ ] Other \_\_\_\_\_

Financial Data: This data is used for statistical and FP program eligibility purposes.

Earned Income

Employer(s): \_\_\_\_\_

Income: \_\_\_\_\_ Frequency: [ ] weekly [ ] Bi-weekly [ ] Monthly

Unearned Income

Family Size: \_\_\_\_\_ Support: \_\_\_\_\_

Work Comp: \_\_\_\_\_

Income Deductions

Child Support Paid: \_\_\_\_\_ Child Care Paid: \_\_\_\_\_

Insurance Information

If patient has some kind of insurance coverage that does not pay for Family Planning Services please collect information below:

Insurance company (if any):

Policy or group numbers:

Holder DOB:

Coverage Start Date:

Policy Holder:

Holder Address:

Coverage End Date:

Provider Name: \_\_\_\_\_ Nurse Name: \_\_\_\_\_

<b>Date of Service:</b>
<b>Site:</b>

Put initials on line of service you provided.

Diagnosis Code: \_\_\_\_\_

Provider Visit-choose one	
_____ New Physical Eval	5500
_____ Annual Exam	5500
_____ New Problem Focused visit	6000
_____ Return Problem Focused visit	6000
_____ Postpartum Exam (within 8 wks of delivery)	5510

Nurse Visit-choose one	
_____ NURSING ASSESSMENT-Counseling/Supply	50XX
****MARK PRIMARY METHOD ***	

**Primary Method Coding**  
**X MUST CHOOSE ONE EVERY VISIT:**

_____ 3-MONTH INJECTABLE	5015
_____ ABSTINENCE	5077
_____ CONDOMS ALONE	5019
_____ DIAPHRAGM	5003
_____ FEMALE CONDOM	5076
_____ FEMALE STERILIZATION	5071
_____ HORMONAL IMPLANT	5011
_____ HORMONAL PATCH	5074
_____ IUD/IUS	5002
_____ MALE STERILIZATION	5072
_____ NATURAL FAMILY PLANNING	5005
_____ NO METHOD	5009
_____ OTHER	5012
_____ PILLS	5001
_____ RELY ON FEMALE METHOD(S)	5078
_____ SPERMICIDAL FOAM	5017
_____ SPERMICIDE/CONDOMS	5004
_____ SPONGE	5008
_____ VAGINAL CONTRACEPTIVE FILM	5018
_____ VAGINAL RING	5075

Other Procedure Codes - Mark all that apply	
_____ Physical Activity Assmt/Couns EVERY Physical	4700
_____ Colpo/Biopsy/Curettage/Cryocautery	6000
_____ Nutrition Assesment/Counseling	4500
_____ Pregnancy Test (mark if done as part of visit)	0590
_____ Result: Pos: Planned Pregnancy	5041
_____ Pos: Unplanned Pregnancy	5046
_____ Domestic Violence Referral (Screen Positive)	8024
_____ Abnormal Breast Exam REFERRAL REQUIRED	9101
_____ Sterilization Consent signed	5006
_____ Infertility Services	5007
_____ Hormonal Implant Removal	5020
_____ Emergency Contraception given	5029

Pap Coding	
_____ PAP SMEAR (mark if not done with Annual)	0593
_____ PAP SMEAR RECHECK (after abn pap)	0793
<u>Abnormal Pap Results:</u>	
_____ Ab Pap ASC	9302
_____ Ab Pap HSIL	Pap collection date: 9303
_____ Ab Pap - Other	____/____/____ 9304

HIV Testing	
_____ Pre-HIV Counseling	8030
_____ Post-HIV Counseling	8035
_____ HIV Screening (Blood Test)	0581

Substance Use	
_____ Tobacco Use	
_____ Smoke	Chew 2nd-hand Other____ 6620
_____ Alcohol Use	
_____ Beer	Liquor Wine Other____ 6621
_____ Other Non-prescription Drug use	
_____ Marajuana	Cocain* Opiates* Meth 6622
*Type _____	
Other _____	

**EXHIBIT E**

**Invoice**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Required Attachments:

- Session Report

Month/Year for Which Payment is Being Requested: \_\_\_\_\_

\_\_\_\_\_ X \$\_\_\_\_\_ = \_\_\_\_\_  
# of Sessions Amount Requested for Services

Total Amount Invoiced: \$\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Provider/Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signing Authority

\_\_\_\_\_

According to Contract HB\_\_\_ Deliverable \_\_\_

The monthly invoice shall not be processed until the requested information from Deliverable\_\_\_ is received.

FOR FDOH-HC Use Only:

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

Date of receipt of invoice: \_\_\_\_\_

Date services were received: \_\_\_\_\_

Date services were inspected & approved: \_\_\_\_\_

\_\_\_\_\_  
Contract Manager's Signature

\_\_\_\_\_  
Contract Manager's Supervisor's Signature





EXHIBIT F  
**CLINIC PHARMACEUTICAL INVENTORY LOG**

Clinic \_\_\_\_\_ Medication/Strength \_\_\_\_\_

Page \_\_\_\_\_

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



EXHIBIT G

Acceptable Use and Confidentiality Agreement

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

Security and Confidentiality Supportive Data

W S

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

Position Related Security and Confidentiality Responsibilities

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

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

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

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

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

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

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

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

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

Grid for listing confidential information sets

Penalties for Non Compliance

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

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

DOH Worker's Signature

Date

Supervisor or Designee Signature





Exhibit H  
**COMMUNITY OUTREACH LOG**

Date	Activity/Location	Type of Outreach(select one)
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion
		<input type="checkbox"/> Participation
		<input type="checkbox"/> Education
		<input type="checkbox"/> Promotion

Participation: Any event where the Family Planning Program is promoted. Examples include health fairs, community events etc.

Education: Is a presentation where the audience is educated on family planning.

Promotion: Is the development of any marketing or educational materials regarding family planning. Examples include pamphlets, posters etc.

Exhibit I

**GENERIC CONTRACEPTIVE CONSENT FORM**

I have asked for and been given information about birth control methods. I have been given information on the birth control method I want to use. I was told that using this birth control method is up to me. The benefits and side effects of the birth control method I want to use have been explained to me and I have been given a copy of this information. I was told that I may stop the birth control method at any time. I understand that no method works 100% of the time to keep you from getting pregnant. I understand that the only 100% way to keep from getting pregnant is to not have sex.

I have read a copy of this consent form. I had a chance to ask questions about my birth control method and talk about any problems or risks I may have with the method I want to use. All of my questions have been answered. I understand that future studies may find problems or risks that no one knows about now.

**Complete below for each time there is change of information for current method or for a change of method.**

<b><u>Method Type*</u></b>	<b><u>Signatures</u></b>	<b><u>Date</u></b>
<b><u>1.</u></b>  <u>(Type of method)</u>	<u>(Client)</u>  <u>(Witness)</u>  <u>(Interpreter)</u>	
<b><u>2.</u></b>  <u>(Type of method)</u>	<u>(Client)</u>  <u>(Witness)</u>  <u>(Interpreter)</u>	
<b><u>3.</u></b>  <u>(Type of method)</u>	<u>(Client)</u>  <u>(Witness)</u>  <u>(Interpreter)</u>	

\*Examples of prescriptive contraception types: combined pill, patch or ring; progestin-only pill, injection (the shot), intrauterine system (IUS), or implant; copper intrauterine device (IUD); and diaphragm or cervical cap.

**Name** \_\_\_\_\_

**ID #** \_\_\_\_\_

**DOB** \_\_\_\_\_



## ATTACHMENT \_\_\_\_\_

### FINANCIAL AND COMPLIANCE ATTACHMENT

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

1. \_\_\_\_\_ **Vendor.** Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Provider which is not subject to compliance requirements of the Federal/State program as a result of the contract.
2. \_\_\_\_\_ **Recipient/Subrecipient of state financial assistance.** 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 state 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 state agency.
3. \_\_\_\_\_ **Recipient/Subrecipient of federal financial assistance.** 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 state 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.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, subpart F (formerly OMB A-133) and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this contract, Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of Provider is appropriate, Provider agrees to comply with any additional instructions provided by the Department of Health to Provider regarding such audit. Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### PART I: FEDERALLY FUNDED

This part is applicable if Provider is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, subpart F.

1. In the event that Provider expends \$750,000 or more in Federal awards during its fiscal year, Provider must have a single or program-specific audit conducted in accordance with the

provisions of 2 C.F.R. § 200.501. EXHIBIT 1 to this contract indicates Federal resources awarded through the Department of Health by this contract. In determining the Federal awards expended in its fiscal year, Provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. §§ 200.502-.503. An audit of Provider conducted by the Auditor General in accordance with the provisions of 2 C.F.R., subpart F will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-.512.
3. If Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. § 200.501(d) is not required. In the event that Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. § 200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not 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 C.F.R. § 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 Provider's fiscal year end.

## **PART II: STATE FUNDED**

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

1. In the event that Provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Provider (for fiscal years ending June 30, 2017 or thereafter), Provider must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; 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, Provider shall consider all sources of state financial assistance, including state financial assistance received from the

Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, Provider shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Provider 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 Provider 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 Provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 or not 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 Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after Provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. § 200.512 and section 215.97(2), Florida Statutes, will be submitted by or on behalf of Provider directly to each of the following:
  - A. The Department of Health as follows:

Pursuant to 2 C.F.R. § 200.521, and section 215.97(2), Florida Statutes, Provider 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**  
Bureau of Finance & Accounting  
Attention: Single Audit Review  
4052 Bald Cypress Way, Bin B01  
Tallahassee, FL 32399-1729.

- B. 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 C.F.R. § 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/sac/>
- C. Other Federal agencies and pass-through entities in accordance with 2 C.F.R. §200.331 and § 200.517.
- D. Additionally, copies of state financial assistance (CSFA) reporting packages required by Part II of this contract shall be submitted to the Auditor General's Office (one electronic and one paper copy of the financial reporting package).
  - The electronic copy should be emailed by or on behalf of Provider directly to the Auditor General's Office at: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).
  - Paper copies mail to:  
**Auditor General's Office**  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

2. 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 C.F.R. § 200.512, Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

3. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 C.F.R. § 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 Provider in correspondence accompanying the reporting package.

**PART IV: RECORD RETENTION**

Provider 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. Provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text**

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

**EXHIBIT 1**

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

Department's Federal Award Date: \_\_\_\_\_ Department's Federal Award Indirect Rate: \_\_\_\_\_

**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 to section 215.97, Florida Statutes or 2 C.F.R. § 200.40: \$ \_\_\_\_\_

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

## EXHIBIT 2

### PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 C.F.R. § 200.500, and/or section 215.97, Florida Statutes, Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 C.F.R. § 200.501, and/or section 215.97, Florida Statutes. Providers 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, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

**For the purpose of an audit, the Provider has been determined to be:**

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

NOTE: If Provider 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 C.F.R. § 200.330 [federal awards].

### PART II: FISCAL COMPLIANCE REQUIREMENTS

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

1. 2 C.F.R. 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 C.F.R. § 200.401(5) (c).

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

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

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

Additional guidance may be obtained at [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

**End of Text**

## EXHIBIT 3

### INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2015-2016 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

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



**ATTACHMENT IV**

**CERTIFICATION REGARDING LOBBYING  
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

**ATTACHMENT V**

**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.
- (3) By initialing, Contract Manager confirms that prospective provider has not been listed in the [System for Award Management \(SAM\)](#) database \_\_\_\_\_ Verification Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**ATTACHMENT VI  
STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**CIVIL RIGHTS COMPLIANCE CHECKLIST**

**CONTRACT # \_\_\_\_\_**

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

Briefly describe the geographic area served by the program/facility and the type of services provided:

Minimum Requirements	Complies?		N/A	COMMENTS If, No or N/A, Explain briefly	Local - County procedures or policy refs
	Yes	No			
<b>Requirement: DOH Policy – Designation of Compliance Officer.</b> Programs and facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI); HHS Assurances; as well as Section 504 of the Rehabilitation Act of 1972 (Section 504), the ADA of 1990 (ADA), and the Age Discrimination Act of 1975.					
1. Has your organization assigned the local responsibility for insuring compliance with the HHS Assurances for <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?	Y	N			
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 employee designated a Title VI Coordinator?	Y	N			
- a Section 504 coordinator:	Y	N			
- a contact person for ADA and Limited English Proficiency (LEP) requests	Y	N			
3. Has your organization appointed an employee with compliance monitoring responsibilities for Section 504, ADA, and the Age Discrimination Act of 1975? If not the same as the Title VI coordinator (#1 above), provide the name, position title and contact information.	Y	N			

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

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

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

<b>Requirement - Equal Access and Participation: Limited English Proficiency and Auxiliary Aids Plan</b>					
6. Does your organization annually review the Department's LEP and Auxiliary Aids Plan (LEP/AA) and incorporate any changes in the local LEP/AA Plan provisions?	Y	N			
6.a Who is designated as the LEP/AA Plan contact and coordinator?	(Name, Title and Phone number)				

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

7. Does the organization have a written <b>Monitoring Procedure</b> which includes:				
- Description of how client needs are assessed.	Y	N		
- Approval responsibility for request for and obtaining the requested auxiliary aid or interpreter	Y	N		
- Standard time for DOH to provide service(s)	Y	N		
- FRS phone number (711) publicized	Y	N		
- Name of CHD/CMS Director or Administrator is provided and displayed	Y	N		
- Name and contact information for local EO Coordinator, ADA Coordinator and to request LEP/AA Plan services displayed in each location	Y	N		
- Name and contact information for the DOH EO Manager is provided and displayed	Y	N		
- A procedure (including Poster) for notifying clients and applicants of the availability of auxiliary aids and procedures for requesting an auxiliary aid	Y	N		
7a - List of Locations where DOH Posters have been posted; and when the last On-site was done to ascertain Posters are visible and current?	Y	N		
7b - Training and Meeting Notices contain required contact information to request services	Y	N		

<b>Requirement: DOH Policy - Notice of Title VI Rights and Complaint Procedures</b> – Programs/facilities must make available to their participants, beneficiaries or any other interested parties information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services (HHS). The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in public areas of the facility.				
8. Does your organization inform participants, beneficiaries or other interested parties of their right to file a complaint of discrimination with either the DOH or the U S Department of Health and Human Services (HHS)?	Y	N		
8a – How do you inform and instruct your employees and provider personnel of the commitment to compliance with federal regulations regarding nondiscrimination?	Y	N		
8b – Do you have an established procedure for reporting internal grievance or complaints for possible discrimination or civil rights violations?	Y	N		

8c – Have your local procedures been reviewed and approved by the DOH EO Section?	Y	N			
8d – Has your organization provided all participants or applicants for services with contact information for the state Equal Opportunity office (EO Section) in Tallahassee?	Y	N			
8e – Have your employees or applicants for employment been provided with contact information for the Department Equal Opportunity office (EO Section) in Tallahassee and informed of their right to file a discrimination complaint ?	Y	N			
8f – Is there a written record made of information regarding a person's request to file a complaint and who provided it?	Y	N			
8g. Does your organization ensure the EO Section is informed of any report by a client or employee of possible or alleged violation of discrimination laws within recommended time frames?	Y	N			

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

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

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

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

END OF TEXT

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.**

**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. 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 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), 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. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
  - 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. 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) 413-5519.

k. If Provider is determined to be a subrecipient of federal funds, Provider will 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 Central Contractor Registry (CCR). 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 CCR registration) in CCR 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 will, 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. To 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. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) Allowable under the contract and applicable laws, rules, and regulations;
    - 2) Reasonable; and
    - 3) Necessary in order for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Annual Financial Report. Within 45 days from the end of each contract year, but no later than submission of the final invoice for that year, 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. 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. To 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.
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. 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:** 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, at its sole and exclusive direction, the Department may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
- 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 defend. **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.**
- 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 of Florida. 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 sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of 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 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.

**J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code Chapter 41-2. 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 sections 287.045 and 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
  - a. The state of Florida, through the Department of Management Services, 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 Florida Administrative Code Rule 60A-1.031(2). 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 procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**L. Civil Rights Requirements:** Civil Rights Certification: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."

**M. 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 of Florida. 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.

**N. 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.

**O. 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

aforsaid 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.

**P. 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.

**Q. Public Entity Crime and Discriminatory Vendor**

1. 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. 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.

**R. 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 under 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.

**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.

**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.

**Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.

**Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into on by one of the Department's county health department, in which case, venue for any legal actions will be the pertinent county.

**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 of Florida'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.
- 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.
  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. If applicable, the Department will employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). 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. The provisions herein do not limit the Department's right to remedies at law or in equity.
  4. 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.
- 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:**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:<br/>           _____<br/>           _____<br/>           _____<br/>           _____</li> <li>2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:<br/>           _____<br/>           _____<br/>           _____<br/>           _____</li> </ol> | <ol style="list-style-type: none"> <li>3. The name, address, and telephone number of the Department's Contract Manager is:<br/>           _____<br/>           _____<br/>           _____<br/>           _____</li> <li>4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:<br/>           _____<br/>           _____<br/>           _____<br/>           _____</li> </ol> |
|---|--|

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.

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

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

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

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

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

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

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

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

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

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

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**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.**

