Florida Department of Health in Hillsborough County
Office of Health Equity

Request for Applications

Community Dental Health Program
FY 2017-2018
Application Deadline: May 31, 2017

RFA # 16-006

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

Organization Name: _______________________________________________________

Mailing Address: ___________________________________________________________

City, State, Zip: ___________________________________________________________

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

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

Email address: _____________________________________________________________

Federal Employer Identification Number (FEID): _________________________________

Contact Person: ___________________________________________________________

Authorized Signature in blue ink: _____________________________________________

Printed Name of Authorized Signature (above): _________________________________

Title: _____________________________________________________________________

Date: _____________________________________________________________________
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FLORIDA DEPARTMENT OF HEALTH STANDARD CONTRACT

FINANCIAL COMPLIANCE AUDIT

LOBBYING AND DEBARMENT (federal funds only)
# Timeline

## RFA #

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<tr>
<th>Schedule</th>
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<tr>
<td>Request for Applications Released and Advertised</td>
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<tr>
<td></td>
<td></td>
<td>Lisa Leavitt</td>
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<tr>
<td></td>
<td></td>
<td>1105 E. Kennedy Blvd., Room 318</td>
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<td></td>
<td>Tampa, FL. 33602</td>
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<td></td>
<td></td>
<td><a href="mailto:lisa.leavitt@flhealth.gov">lisa.leavitt@flhealth.gov</a></td>
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<td>Fax: 813-307-6249</td>
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<td>Lisa Leavitt</td>
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1.1 Program Authority

The delivery of public health services must be in compliance with all applicable provisions of law, including but not limited to Chapter 64D of the Florida Administrative Code, and Chapters 154 and 381 of the Florida Statutes.

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 application 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 DOH-Hillsborough.

1.3 Program Purpose

The overall goal of the program will be to reduce disparities in oral health for Hillsborough County children and families. The purpose of the program is to:

A. Community Dental Program
   1. Increase the number of at-risk infants, children, and prenatal and 6 month postpartum women who receive preventative dental services and access to early dental care.
   2. Support oral health care services including dental health screenings / oral risk assessments, fluoride treatments, sealants and restorative dental procedures to uninsured or underinsured children, and pregnant women during each trimester and up to six months postpartum.
   3. Increase caregiver knowledge about early preventive care by providing oral health education to promote optimal wellbeing for both mothers and children, especially as it relates to improving birth outcomes and preventing early childhood caries.

1.4 Available Funding

The DOH-Hillsborough has an estimated $150,000.00 available for a period of time from July 1, 2017 through June 30, 2018. The number of contract awards will depend upon the amount of funds available and the number and quality of the applications received. In order to assure the state will be able to fulfill current and future needs, the Department reserves the right to award contracts to multiple applicants and to reallocate funds to established priority areas and populations. As with any part of the application, the proposed budget is subject to review and modification by the Department. The applicants will be funded by contract and should expect the
Department to be substantially involved with how the activities are carried out and reported, much like a cooperative agreement.

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

Section 2.0  PROGRAM OVERVIEW

2.1 Background

The Department’s mission is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts. This is achieved in part through the delivery of quality public health services and the promotion of health care standards. Funding for the Community Dental Health Program seeks to bring together service organizations to reduce oral health disparities in the community. It also seeks to increase access to preventative, restorative and emergency oral health care for children at high risk.

2.2 Priority Areas

This program will focus on at risk populations, including youth ages six months up to their 21st birthday, and prenatal and postpartum women.

2.3 Program Expectations

The successful applicant will be able to provide mobile oral health services and urgent restorative care to target populations residing in Hillsborough County. Grantees will be able to:

- Identify and remove barriers that keep underserved children and families from accessing dental care by providing dental health charting, dental health education, fluoride varnishes, dental sealants and referrals to dental homes.
- Improve caregivers’ oral health knowledge to prevent early childhood caries.
- Expand dental services for prenatal and postpartum mothers and provide oral health education, screenings, referrals and treatment for expectant and postpartum mothers.
- Oral health education on infant oral health and disease transmission will be offered to prenatal and postpartum women in Hillsborough County, including WIC clients and non-WIC clients. Dental charting, risk assessment, treatment, and referral to a dental home will be provided prenatal and postpartum women.
- Dental charting and participation records will be maintained and shared with DOH-Hillsborough to track the reach and successes of the program among target populations.
- Services provided by this grant shall be limited to Hillsborough County residents.

2.4 Standard Contract

Each applicant shall review and become familiar with the Department’s Standard Contract, Attachment II 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 if applicable. The standard contract terms and conditions are Attachment II.

2.5 Contract Attachment

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

2.6 Project Requirements

1. Provide mobile preventative dental services that facilitate the improvement of oral health and strive to eliminate health disparities as outlined in sections 2.3 and 2.4.
2. Deliver reports, including dental charts where applicable, to DOH-Hillsborough within 14 business days for all individuals who accessed services funded under the project.
3. Deliver invoices to DOH-Hillsborough at the beginning of each month. Invoices should include dates and locations where services have been offered, offered in addition to itemized list of services provided to each participant.
4. NOTE: Where the resulting contract requires the delivery of reports or invoices to the Department, mere receipt by the Department shall not be constructed to mean or imply acceptance of those reports or invoices. It is specifically intended by the parties that acceptance of required reports or invoices shall constitute a separate act. The Department reserves the right to reject reports or invoices as incomplete, inadequate or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, after having given the provider a reasonable opportunity to complete the report or invoice or to make the report or invoice adequate or acceptable, may declare the contract to be in default.

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. Service Provider staff shall be able to communicate with those being served and shall be sensitive to a client’s ethnic and cultural background.
7. In addition to being able to provide services, eligible applicants should be an individual or organization active in community-focused, collaborative efforts focused on improving the health of high risk target populations and which serve to increase access to dental health services in Hillsborough County.

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 its website at http://osd.dms.state.fl.us for information on becoming a certified minority business or for names of existing certified minority businesses 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.

Applicants that have a Non Corporate Status should include documentation that verifies their official not for-profit status of an organization in accordance with Chapter 617, Florida Statutes.

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 $240,000 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


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

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

1. **Allowable Costs** - must be reasonable, necessary and directly related to the percent of time allocated to the project 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

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Section 4.0 APPLICATON REQUIREMENTS

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9
4.1 Application Forms

Applicants must use the official form 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

This section should be limited to one page.

5.2 Table of Contents

Each copy of the application shall contain a table of contents to 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

This section provides the applicants with a brief description of the commodities or services requested. There is no standard language for this subsection. A specific statement must be developed.

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 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.
2. List the intended outcomes or specific changes expected to result from the program activities.
3. The activities or actions that will be undertaken to achieve the local programmatic objectives.
4. The mechanism that will be used by the program to document and measure its progress toward meeting the programmatic objectives.
5. The roles and responsibilities of other organizations that will be involved in implementing the project, if any.

5.6 Program Work Plan

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

- Name of Service Category: Dental services
- Estimated Total Number of Dental 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 Dental Services Contract Attachment which is Attachment I 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.
- 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

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

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

Category 1 – Understanding of Need and Purpose:
• A thorough understanding of dental health disparities affecting the community at large.

Category 2 – Scope of Service:
• The program/project objectives and needs, as interpreted by the respondent, as well as respondent’s knowledge of how this program will address dental health disparities.
• A detailed explanation of the approach the organization will be using for services provided.

Category 3 – Respondent Capability:
• Details of the respondent’s background and experience with dental health program successes.

Category 4 – Cost:
• A detailed explanation of all elements composing the total budget for the proposed program.

5.8 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 the 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 emailed 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 EVALUATIONS OF APPLICATIONS

7.1 Receipt of Applications

Applications will be screened promptly after 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

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 (see Section 5.5).

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 dental 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

Section 8.0 REPORTING AND OTHER REQUIREMENTS
8.1 **Post-Award Requirements**

Funded applicants will be required to submit:

- 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 Dental Contract Attachment, which is Attachment I 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 Status (C) (3)
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

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

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 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 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 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

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.

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ATTACHMENT I

A. Services to be Provided - General Description.

1. Definition of Terms
   a. **WIC** – Women Infants and Children nutritional service program for Hillsborough County.
   b. **Clients**: Uninsured or underinsured pregnant or postpartum women, infants and children, at or below 200 percent of the federal poverty level, receiving targeted dental services.
   c. **Contract Manager**: A Florida Department of Health, Hillsborough County Health Department employee designated to manage the agreement.
   d. **Department**: Florida Department of Health, Hillsborough County Health Department
   e. **Funding Agency**: The Florida Department of Health.
   f. **Primary Dental Care Services**: Including preventive, restorative, surgical care, or other needed dental treatment.
   g. **Provider**: The entity with whom the Department enters into agreement to provide services.
   h. **Postpartum Client**: For the purposes of this program, a postpartum client is a female up to six (6) months post-delivery.
   i. **State Fiscal Year**: July 1 - June 30
   j. **Licensed Dental Professional**: Dentist or dental hygienist licensed by the State of Florida.

2. General Description

   a. **General Statement**
      The Community Dental Health Program is a dental health early prevention program to increase dental care, both preventive and treatment, for pregnant and postpartum women in Hillsborough County.

   b. **Authority**.

      Chapters 154.01 and 381.0052, Florida Statutes and General Appropriations Act.

   c. **Scope of Services**

      The Florida Department of Health, Hillsborough County Health Department, will provide funding to support primary dental care services including preventive, restorative, surgical care, or other needed treatment, for uninsured or underinsured pregnant or postpartum women, at or below 200 percent of the federal poverty level. Funding will also be provided to increase oral health education to promote optimal wellbeing for both mother and child, especially as it relates to improving birth outcomes and preventing early childhood caries.

   d. **Major Program Goals**

      The overall goal of the program will be to reduce inequities in oral health outcomes for Hillsborough County children and pregnant and postpartum women. The program goals will be:

      1) Identify and remove barriers that keep children and pregnant postpartum women of lower socioeconomic status from accessing dental care by providing dental health screenings, dental health education, fluoride varnishes, dental sealants and referrals to dental homes.
      2) Identify children with early and urgent dental care needs, and provide referrals to low-cost or no-cost dental care clinics for immediate care.
      3) Provide oral health education, screenings and referrals for expectant mothers.
4) Provide primary dental care services to uninsured or underinsured pregnant or postpartum women. Oral health education will be provided to pregnant postpartum women for themselves and their children.

3. Clients to be Served

a. General Description

1) Dental health preventive and restorative services will be offered at provider-owned clinics for non-funded pregnant and postpartum women up to six months.
2) The program will provide oral health screenings and preventive health services in a mobile setting for children age 6 months up to 21 years of age, but not 21 years, who are unfunded and uninsured for the services provided.
3) Provider shall verify Medicaid enrollment and bill Medicaid for those patients served who are Medicaid enrolled.
4) Services will be provided in Hillsborough County at various locations through the use of a mobile unit, as well as in provider-owned clinics for follow up care.

b. Client Eligibility and Client Determination

Clients to be served under this program must be:

a. Uninsured or underinsured.

b. Be at or below 200 percent of the federal poverty level.

c. Note: This will include Medicaid eligible clients that do not qualify for coverage of preventive, restorative, surgical care, or other needed dental treatment with the exception of emergency extractions up to 3 months post-partum.

c. Contract Limits

The Department will pay for dental services under this agreement up to $_______. These services will be provided to Hillsborough residents only. It is the dental provider’s responsibility to make sure that dental services provided are limited by the terms of this contract. It is the primary responsibility of the dental providers to ensure that children and pregnant and postpartum women are eligible for dental services and these services are in accordance with the projected overall goal of reducing health disparities in Hillsborough County.

B. Manner of Service Provision

Dental preventive procedures are to be provided based on the child’s or pregnant or postpartum women’s needs. Treatment of early and urgent needs will be provided if feasible and are reimbursable through the grant. Every effort will be made to treat these needs as soon as possible.

1. Service Tasks

a. Task List:

1.) Improve the oral health system by identifying and removing barriers to accessing dental care, for children and pregnant and postpartum women by:

a. Promoting, providing and documenting dental screenings and preventive dental health services. Dental screenings will be accomplished by providing a visual assessment of each patient’s oral condition by a licensed dental professional.

b. Providing and documenting needed dental restorative services for children and pregnant and postpartum women identified with early and urgent care needs.

2.) The provider will provide a dental referral for all clients for follow up comprehensive dental examination services. A dental referral will encourage the establishment of a dental home.
3.) The provider will use culturally and linguistically appropriate lessons to educate children/caregivers/parents on the importance of healthy behaviors that benefit teeth as well as overall health.
4.) The provider will deliver preventive, restorative, surgical or other needed primary dental care services to uninsured and underinsured pregnant and postpartum women.
5.) A completed tracking log (Exhibit A) shall be submitted to Department within two business days of the date of service.

b. Task Limits:

1.) The provider shall ensure that dental screening services are not duplicated. Fluoride varnish applications may be provided four times per year at ninety day intervals for children at high risk.
2.) Those eligible or the program include:
   a. Children age 6 months – up to 21 years of age, but not 21 years.
   b. Pregnant and postpartum women.
3.) All clients seen must have a completed and signed consent form.
4.) All services provided under this contract must be to residents of Hillsborough County.
5.) Care for non-funded pregnant and postpartum women and children at the current Medicaid rates at time of service. Medicaid rates will be adjusted with new rate publication. (See Exhibit B for billing rates).
6.) Services will be provided based on client needs, capabilities of the staff, and the availability of funds as determined by the Department.
7.) Patient appointments must be scheduled at 60 minute intervals and include screenings, education, and preventive services.
8.) Provider will provide screenings, preventive services, and early and urgent care deemed safe during all trimesters of pregnancy in accordance with guidelines.

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 regulations.

b. Staff Credentials – All professional staff members are required to have valid Florida licenses in their specialty.

3. Service Location and Equipment

a. Service Delivery Location - Outreach services will be provided at various community agencies (not including schools and Head Start locations), and at provider sites in Hillsborough County, based on a schedule agreed upon by both parties.

1) Service Times - Services will be conducted as appropriate to reach optimal contacts and to meet contract requirements. Scheduling for WIC clients at department locations will be provided to the Department a minimum of three months in advance to provide optimal time for scheduling appointments at appropriate WIC sites.

2) Changes in Location - The dental provider shall notify the Department in writing a minimum of one week prior to making changes in location which affect the Department’s ability to notify potential clients.

b. Equipment
The provider is responsible for the purchase and maintenance of any and all equipment necessary to provide services under this contract.
4. Deliverables

a. Service Unit
   A unit of service is a service as listed in Exhibit B of this agreement

b. Reports.

   Provisions of Services Report: In addition to the monthly invoice, described in Paragraph C (2) herein, a report shall be submitted which summarizes the date and number of services provided in accordance with the Medicaid codes listed in Exhibit B. This report shall include the current Medicaid rate multiplied by the total number of services provided for each code. This report shall include service location, as well as the name and date of birth of each person receiving services under this agreement.

c. Records and Documentation

   1.) The provider shall maintain records documenting the total number of recipients and the recipients to whom services were provided. In addition the date(s) on which services were provided will be submitted so that an audit trail documenting services will be available. The provider will submit Exhibit A detailing the client load for each mobile unit visit in regards to this contract.

   2.) The provider shall assure that all records pertaining to activities funded by this contract shall be subject to inspection or review by state or other personnel duly authorized by the Department.

5. Performance Specifications

a. Outcomes and Outputs

   1.) 100% of all patients seen will be evaluated for oral hygiene needs and either referred back to their dental home, or, if they do not have one, to the provider’s clinic for their ongoing oral health care needs.

   2.) 100% of pregnant women and women up to six months postpartum that are screened will receive preventive care, including prophylaxis, unless they are referred for treatment for urgent care needs.

   3.) 100% of children screened will receive preventive care, including prophylaxis and fluoride, unless they are referred for treatment for urgent care needs.

   4.) A minimum of 10% of patients invoiced for will be pregnant women and women up to six months postpartum.

b. 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 in this contract and that it will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the Department at its exclusive option, may allow up to six 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 with a 30-day written notice, in the absence of any extenuating or mitigating circumstances in the exclusive determination of the Department.
2). The contract manager or designated representative for the Department will monitor the contract on an ongoing basis to determine the provider’s compliance with the terms of the contract. The Department of Health’s Standard Monitoring Tool will be used to perform Programmatic Monitoring of the provider.

3). The Customer Satisfaction Survey results will be utilized to monitor customer satisfaction.

6. Provider Responsibilities

a. Provider-Unique Activities.

The provider is solely responsible for the purchase and delivery of the equipment, instruments, materials and supplies for establishment of this project. The provider is solely responsible for all staff, which includes the hiring and management of staff, salaries, expenses, travel, and any other related items. The provider is solely responsible for the delivery of dental services. By execution of this contract, the provider agrees to all terms and conditions herein, and is solely responsible for conducting all identified services, activities and deliverables specified for the funding period of this contract.

b. Coordination with Other Provider/Entities

The provider will establish cooperative linkages among the agencies and community organizations involved in providing services in order to minimize duplication within the community. The provider must coordinate all activities, reports, records, and data reporting requirements. The provider is responsible for the accountability of tasks and services to be performed for this contract.

7. Department Responsibilities

a. Department Obligations

Upon request, and to the extent that resources allow, the Department will provide technical assistance and programmatic information and support to the provider.

b. Department Determinations

The Department reserves the right to make any and all determinations exclusively which it deems necessary to protect the best interests of the State of Florida and the health, safety and welfare of the clients served by the Department either directly or through any one of its contracted providers.

C. Method of Payment.

1. Payment

This is a fixed price-unit cost contract. The Department shall pay the provider, upon satisfactory completion of services provided to clients, as outlined in Exhibit B of this contract, to be adjusted with the new publication of the Medicaid billing list, and not otherwise paid or payable from Medicaid, insurance or other payment sources, the fee detailed in Exhibit B per applicable service performed pursuant to the terms of this contract. Payment for services shall not exceed $________, for this contract period, subject to the availability of funds.

2. Invoice Requirements
When billing for clients who are eligible for pregnancy Medicaid, make a notation that they are pregnant (P) or Post–Partum (R) on invoices to assure they are processed for the expected coverage.

The dental providers shall request payment on a monthly basis through submission on a properly completed invoice (Exhibit C) within 30 days following the end of the month in which services were provided. Charges on the invoice must be accompanied by supporting documentation with sufficient detail to provide for a proper pre and post-audit. Final invoice of the contract is due no later than July 31, 2018.

All deliverables for the month must be received, accepted, and approved by the contract manager prior to payment. Payment may be authorized only for allowable expenditures on the invoice.

Once the Department receives the invoice, Department will review the client list for Medicaid eligibility within five business days, after which the Department will return the invoice for second and final submission for processing.

3. Supporting Documentation

Supporting documentation for invoices shall be submitted to the contract manager as well as be maintained in the provider’s administrative files. Supporting documentation requirements are as follows:

a. Professional Services. The invoice must include service location, description of dental services rendered and billing codes. The Department of Financial Services reserves the right to require further documentation on an as-needed basis.

D. Special Provisions.

1. 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, in part, or any other manner.

2. 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, and upon the same terms and conditions. Such renewals shall be contingent upon satisfactory performance evaluations as determined by the Department, and shall be subject to the availability of funds.

3. Dental Practice Act

The provider is fully responsible for assuring that all services provided under this contract are in compliance with the Florida Statutes Title XXXII Chapter 466, the Dental Practice Act.

4. Financial Consequences

The provider shall not be paid for any services not provided. Additionally, the Department shall reduce the contract payables up to by 5% per month should the provider fail to meet reporting deadlines for all reports required in this contract.

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*Client Type: C = child, P = pregnant, R = post-partum*
# Exhibit B

**DENTAL FEE SCHEDULE**

*Effective January 1, 2017*

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EXHIBIT C

INVOICE
CONTRACT # HB___

Vendor Name: _______________________
Vendor Address: ______________________

Required Attachments:
  o Report of number of services by Medicaid CDT code.
  o List of patient/client name, service date, service location and date of birth by client type.

Month and Year for which Payment is Being Requested: _____________________

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      Date

___________________________________
Title of Signing Authority

FOR DOH-Hillsborough 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 Signature

Fiscal Use Only (Budget Codes): 64362966240/CG/PCG00
Exhibit D

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:

      SingleAudits@flhealth.gov
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/](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.
- 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 #: __________________

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.
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).


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
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 or by telephone to the Single Audit Review Section at (850) 245-4185.
### General Information

1. Fiscal period ending date for the Single Audit.
   
<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
</tr>
</thead>
</table>

2. Auditee Identification Number
   
   a. Primary Employer Identification Number (EIN)
   
   b. Are multiple EINs covered in this report
      
      - Yes
      - No
   
   c. If “yes”, complete No. 3.

3. Additional Entities Covered in This Report
   
<table>
<thead>
<tr>
<th>Employer Identification #</th>
<th>Name of Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Auditee Information
   
   a. Auditee name:
   
   b. Auditee address (number and street)

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

   c. Auditee contact
      
      Name:

      Title:

   d. Auditee contact telephone
      
      ( ) -

   e. Auditee contact FAX
      
      ( ) -

   f. Auditee contact E-mail

5. Primary Auditor Information
   
   a. Primary auditor name:
   
   b. Primary auditor address (number and street)

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

   c. Primary auditor contact
      
      Name:

      Title:

   d. Primary auditor contact telephone
      
      ( ) -

   e. Primary auditor E-mail
      
      ( ) -

   f. Audit Firm License Number

6. Auditee Certification Statement – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 C.F.R. § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

   **Auditee Certification**

   Date __/__/____

   Date Audit Received From Auditor: _____/_____/_____

   Name of Certifying Official: ____________________________
   (Please print clearly)

   Title of Certifying Official: ____________________________
   (Please print clearly)

   Signature of Certifying Official:
ATTACHMENT IV

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.

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 __________________________

08/12
# CIVIL RIGHTS COMPLIANCE CHECKLIST

<table>
<thead>
<tr>
<th>Facility / Program</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Completed By</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Minimum Requirements</th>
<th>Complies?</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

## Requirement: DOH Policy – Designation of Compliance Officer.

Programs and facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI); HHS Assurances; as well as Section 504 of the Rehabilitation Act of 1972 (Section 504), the ADA of 1990 (ADA), and the Age Discrimination Act of 1975.

1. Has your organization assigned the local responsibility for insuring compliance with the HHS Assurances for Title VI of the Civil Rights Act of 1964 (Title VI), 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 all contracted service providers 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.

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

<table>
<thead>
<tr>
<th>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?</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.a – Does your organization regularly meet or communicate with community organizations and advocacy groups?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>4.b – What community organizations and advocacy groups do you communicate regularly with, and how? (List on a separate sheet)</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>5. Does your organization record and maintain statistics which will document equal access and participation in compliance with Title VI?</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>5.b – Are the participation rates reported to the EO Section – and how often?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>5.c – Do you report the number and enrollment rates of applicants and the number of participants who complete each program?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>5.d – Do you offer and collect participant satisfaction surveys for each program?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>5.e – Who has physical custody of the records on applicants and participants, and surveys?</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>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?</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.a Who is designated as the LEP/AA Plan contact and coordinator?</td>
<td>(Name, Title and Phone number)</td>
<td></td>
</tr>
</tbody>
</table>
### Requirement - Equal Access and Participation: Communications

<table>
<thead>
<tr>
<th>6.b</th>
<th>Does the above individual annually review and update the local resources and referrals for your organization?</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6.c</th>
<th>Does your organization provide an updated list of local resources and referrals to staff and/or training, to provide information on how to access the list of resources? If so, does it include the following:</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.c.1.</td>
<td>Description of auxiliary aids available for use in each phase of the service delivery process</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3.</td>
<td>Does the organization have a requirement for training for direct services field staff, institutional staff and other staff who deal with the public? If so, does it include the following:</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3a.</td>
<td>Procedures to be used by direct service staff in requesting appropriate auxiliary aids</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3b.</td>
<td>Florida Relay Service (FRS) phone number (711) publicized for communications</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3c.</td>
<td>Full range of communication options, at no cost</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3d.</td>
<td>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.</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3e.</td>
<td>Accessibility to supplemental hearing devices as needed.</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3f.</td>
<td>Use of written communication in lieu of verbal communications.</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3g.</td>
<td>Use of Flash cards to communicate.</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.3h.</td>
<td>At least one telecommunications device, or an arrangement to share a TDD line with other facilities.</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>6.c.4.</td>
<td>Information that use of family members may be used only if they are specifically requested by a hearing impaired person.</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>
7. Does the organization have a written **Monitoring Procedure** which includes:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Description of how client needs are assessed.</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- Approval responsibility for request for and obtaining the requested auxiliary aid or interpreter</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- Standard time for DOH to provide service(s)</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- FRS phone number (711) publicized</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- Name of CHD/CMS Director or Administrator is provided and displayed</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- Name and contact information for local EO Coordinator, ADA Coordinator and to request LEP/AA Plan services displayed in each location</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- Name and contact information for the DOH EO Manager is provided and displayed</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>- A procedure (including Poster) for notifying clients and applicants of the availability of auxiliary aids and procedures for requesting an auxiliary aid</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>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?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>7b - Training and Meeting Notices contain required contact information to request services</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>8a – How do you inform and instruct your employees and provider personnel of the commitment to compliance with federal regulations regarding nondiscrimination?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>8b – Do you have an established procedure for reporting internal grievance or complaints for possible discrimination or civil rights violations?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Requirement: DOH Policy - Reporting Requirements: Self-Evaluation (Physical Accessibility).</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>8c – Have your local procedures been reviewed and approved by the DOH EO Section?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>8d – Has your organization provided all participants or applicants for services with contact information for the state Equal Opportunity office (EO Section) in Tallahassee?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>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?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>8f – Is there a written record made of information regarding a person’s request to file a complaint and who provided it?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>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?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>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))</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>9a – Has a copy of each completed self-evaluation been provided to the compliance officer and the DOH EO Section?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>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?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>9c – Was a self-evaluation completed following completion of the work or provided by the contractor</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>9d – Has your organization identified any areas in which compliance should or could be improved?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>9e – What has the organization done to address previous compliance issues or to improve compliance in the previous year?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Requirement: DOH Policy - Reporting Requirements: Training.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirement: DOH Policy- Reporting Requirements: Staff Recruitment and Selection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Has the local compliance officer or designee completed DOH's EO training in the last 3 years?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>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?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>11. Are recruitment and selection files maintained for not less than two years after the selection is processed?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>12. Do recruitment announcements include the “Equal Employment Opportunity” nondiscrimination statement (tagline) in all job vacancy announcements?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>13. Is there any written guidance regarding advertising position vacancies in local newspapers? In minority newspapers?</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>14. Are other methods used to publicize job vacancies? If so, describe.</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

END OF TEXT
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.


   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.myflorida.com. Any subsequent changes to Provider’s
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.
   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 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 reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

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
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:**

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

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

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

4. The name, address, and telephone number of Provider’s representative responsible for administration of the program under this contract is:
5. Provide written notice to the other party of any changes in the above contract representative’s contact information. Any such changes will not require a formal amendment to this contract.

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

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.