REQUEST FOR PROPOSALS (RFP) FOR
Health and Mental Health Orientation Workshops and Group Counseling Services for Refugees

Respondent Name: ________________________________________________________________

Respondent Mailing Address: ______________________________________________________

City, State, Zip: ________________________________________________________________

Telephone: ( ) ______________________________ Fax Number: ( ) ____________________

E-Mail Address: __________________________________________________________________

Federal Employer Identification Number (FEID): ______________________________________

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Standard Contract (Attachment I).

Signature of Authorized Representative: ____________________________________________

Printed (Typed) Name and Title: ____________________________________________________

*An authorized representative is an officer of the Respondent’s organization who has legal authority to bind the organization to the provisions of the Proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by anyone other than the President Chairman, or owner.
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SECTION 1.0: INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to establish a contract for the delivery of health and mental health orientation workshops and community adjustment support groups for newly arrived refugees, regardless of reception and placement sponsorship, in Duval, Hillsborough/Pinellas, Orange/Seminole, Miami-Dade/Broward, and Palm Beach counties in Florida. The Department of Health’s Refugee Health Program is responsible for oversight of these services.

Definitions

Business hours: 8 A.M. to 5 P.M. Eastern Time on all business days.

Calendar days: All days, including weekends and holidays.

Community Adjustment Support Group: A facilitated group of people who share common problems or concerns with adapting or becoming accustomed to a new living situation.

Contract: The formal agreement or order that will be awarded to the successful Respondent under this RFP, unless indicated otherwise.

Contract Manager: An individual designated by the Department to be responsible for the monitoring and management of the Contract.

Department: The Florida Department of Health (DOH); may be used interchangeably with the Department or DOH.

Minor Irregularity: In the context of this solicitation, indicates a variation from the RFP terms and conditions which does not affect the price or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

Proposal: The complete written response of the Respondent to the RFP including properly completed forms, supporting documents, and attachments; may be used interchangeably with Response.

Provider: The business entity that is awarded a contract by the Department in accordance with the Proposal submitted by that entity in response to this RFP.

Refugee: An individual who has a reasonable fear of being persecuted for reasons of race, religion, nationality, membership of a particular social group or political opinion, is outside the country of his/her nationality, and is unable to, or owing to such fear, is unwilling to avail himself/herself of the protection of that country. The term “refugee”, used in this Proposal for convenience, is intended to encompass all categories of individuals who are eligible to participate in the Refugee Health Program such as asylees, parolees, Cuban/Haitian Entrants, Afghan and Iraqi Special Immigrants, and certified victims of human trafficking.
**Refugee Health Program:** The Program responsible for oversight of this project, as well as health screenings and immunizations, case management, interpretation and translation services, and providing training and educational materials for refugee populations and Department staff.

**Respondent:** The entity that submits materials to the Department in accordance with these instructions.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: Jillian Green
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Phone: (850) 245-4199
Email: Jillian.Green@flhealth.gov

2.2 Restriction on Communications

Respondents responding to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal. Section 287.057(23), Florida Statutes.

2.3 Term

It is anticipated that the Contract resulting from this RFP will be for a one year period, period beginning August 15, 2015 or the Contract execution date, whichever is later. The Contract may be renewed for one (1) additional year. The estimated budget for this project in total will be $187,500. The resulting Contract is contingent upon the availability of funds.
## 2.4 Timeline

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<tr>
<th>EVENT</th>
<th>DUE DATE</th>
<th>LOCATION</th>
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<tr>
<td>Questions submitted in writing</td>
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<td>Submit to: Florida Department of Health Central Purchasing Office</td>
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<td></td>
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<td>Attention: Jillian Green</td>
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<td>Tallahassee, FL 32399-1749</td>
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<td></td>
<td>E-mail: <a href="mailto:Jillian.Green@flhealth.gov">Jillian.Green@flhealth.gov</a></td>
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<tr>
<td>Sealed Proposals Due</td>
<td></td>
<td>PUBLIC MEETING</td>
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<tr>
<td>Technical Proposals Opened</td>
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<td>Submit to: Florida Department of Health Central Purchasing Office</td>
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<td>Attention: Jillian Green</td>
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<td>Tallahassee, FL 32399-1749</td>
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<td>DO NOT SEND PROPOSALS TO AGENCY CLERK.</td>
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<tr>
<td>Evaluation of Proposals (Anticipated Date)</td>
<td>June 11, 2015</td>
<td>Evaluation Team Members to begin evaluations individually</td>
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<td>Cost Proposals Opened</td>
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<td>PUBLIC MEETING</td>
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<td>June 18, 2015</td>
<td>Florida Department of Health</td>
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<td>2:00 PM ET</td>
<td>4052 Bald Cypress Way</td>
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<td>Suite 310</td>
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<td></td>
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<td>Tallahassee, FL 32399</td>
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<tr>
<td>Posting of Intent To Award (Anticipated Date)</td>
<td>June 23, 2015</td>
<td>Posted to Vendor Bid System at: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a></td>
</tr>
</tbody>
</table>
2.5 **Addenda**

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Respondent to be aware of any addenda that might affect the submitted Proposal.

2.6 **Questions**

*This provision takes precedence over General Instruction #5 in PUR1001.*

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in Section 2.1, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFP Timeline will be posted on the MyFlorida.com Vendor Bid System website: http://vbs.dms.state.fl.us/vbs/main_menu.

2.7 **Identical Tie Proposals**

When evaluating respondent Proposals to solicitations where there is identical pricing or scoring from multiple respondents, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

2.8 **Protests**

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's mailing address is:

**Agency Clerk**
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk’s physical address for hand deliveries is:

Agency Clerk, Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 410-1448

Do not send proposals to the Agency Clerk's office. Send all Proposals to the Procurement Officer and the address listed in the Timeline.
SECTION 3.0 SCOPE OF SERVICES

3.1 Objectives

The goal of the Refugee Health Program is to be a leader in providing culturally sensitive health services to persons who have fled their home country due to political, religious, or economic persecution in search for a better life and self-sufficiency in the United States. The Refugee Health Program reviews overseas medical examination records and provides health assessments and immunizations to refugees to enhance personal health status and protect Florida’s public health. The goals of this agreement are:

1) To provide health and mental health orientation workshops for newly arrived refugees, regardless of reception and placement sponsorship, to improve health literacy and health and mental health outcomes for culturally diverse clients, and;

2) To provide monthly support groups for newly arrived refugees, regardless of reception and placement sponsorship, that will address common adjustment challenges such as English-language proficiency, employment, family dynamics, health and mental health challenges, and social support networks.

The target areas for this agreement are Duval, Hillsborough/Pinellas, Orange/Seminole, Miami-Dade/Broward, and Palm Beach counties.

3.2 Scope of Services

The Department seeks a Vendor that will provide the following activities for refugee clients:

*Health Orientation Workshops*: Monthly one (1) half-day health orientation workshops to educate newly arrived refugees about the nation’s health care structure; the Health Insurance Marketplace; health screening and immunization services; communicable and chronic disease; accessing health care services; emergency versus non-emergency health situations; health promotion; hygiene (personal, food, home); healthy living; and domestic violence prevention.

*Mental Health Orientation Workshops*: Monthly one (1) half-day mental health workshops to educate newly-arrived refugees about mental wellness concepts; recognizing physical signs and emotional symptoms of distress; causes of and risk factors for mental disorders; positive coping strategies; mental wellness activities; social support; and community mental health resources and services.

*Community Support Groups*: Community support groups will assist newly arrived refugees to adjust to their surroundings through active discussion focusing on employment; education and language skills acquisition; family dynamics and conflict; separation issues; identifying sources of stress and coping strategies; social support networks; recognizing and handling cultural differences; and adjusting to new laws and law enforcement.
3.3 Task List

It is anticipated that the final contract with the successful respondent(s) will contain tasks similar to the following:

3.3.1 Health and Mental Health Orientation Workshops

A. Attend the Department’s or Department-approved curricula developers’ mandatory workshop for orientation leaders in August 2015, or prior to the implementation of program-funded services.

B. Conduct at least one (1) full-day health and mental health orientation workshop each month, for newly arrived refugees, regardless of reception and placement sponsorship. Each orientation workshop shall be provided in-person at the Provider’s business location or approved location. Each workshop will include a minimum of 20 refugee participants. Workshops shall use curricula provided by the Department for both health and mental health orientation workshops.

The Provider must submit the following documents 30 days after completion of the workshops:

- Sign-in Sheets (see Attachment A)
- Participant Satisfaction Survey (see Attachment C)

3.3.2 Community Adjustment Support Groups

A. Attend the Department’s or Department-approved curricula developers’ mandatory workshop for facilitators/co-facilitators in August 2015, or prior to the implementation of program-funded services.

B. Conduct the following six-week community adjustment support groups for newly arrived refugees as specified for each year of the contract:

Year 1 – Conduct eight (8) six-week community adjustment support groups

Year 2 – Conduct eight (8) six-week community adjustment support groups

Each weekly session will be 90 minutes in duration and have a maximum of 12 participants.

Provider must submit the following documents 30 days after completion of the six-week community adjustment support groups:

- Sign-in Sheets (see Attachment B)
- Participant Satisfaction Survey (see Attachment D)
3.4 **Deliverables**

All deliverables listed herein must be submitted upon completion of services by the Successful Respondent to:

Refugee Health Program  
Attention: Program Administrator  
Florida Department of Health  
4052 Bald Cypress Way, Bin #A-13  
Tallahassee, FL 32399-1720

It is anticipated the final contract with the successful Respondent will contain deliverables similar to the following:

3.4.1 **Health and Mental Health Orientation Workshops**

A. Provide Certificates of Completion for all workshop leaders who completed the mandatory August 2015, pre-implementation of program services, training as specified in Section 3.3.1.A.

B. A completed health and mental health orientation workshop each month for newly arrived refugees, with a minimum of 20 participants for each workshop, as specified in Section 3.3.1.B.

C. Provide sign-in sheets for each health and mental health orientation workshop as specified in Section 3.3.1.B.

D. Provide results of the participant satisfaction survey as specified in Section 3.3.1.B.

3.4.2 **Community Adjustment Support Groups**

A. Provide Certificates of Completion for all facilitators/co-facilitators who completed the mandatory August 2015, pre-implementation of program services, training as specified in Section 3.3.2.A.

B. A completed six-week community adjustment support group for newly arrived refugees, with a maximum of 12 participants, as specified in Section 3.3.2.B.

C. Provide sign-in sheets for each support group session as specified in Section 3.3.2.B.

D. Provide participant satisfaction surveys as specified in Section 3.3.2.B.

3.5 **Qualifications**

The Successful Respondent will be responsible for the staff affiliated with this proposal, ensuring that orientation workshop leaders and support group leaders meet the minimum qualifications and have the training and experience necessary to successfully carry out the tasks.
Minimum qualifications include:

A. Health and Mental Health Orientation Workshops:

1. A Bachelor’s Degree with a concentration in social work, psychology, or other behavioral health field, or equivalent work experience.

2. Two (2) years of experience in providing education to individuals with varying levels of educational attainment.

3. Two (2) years of experience in providing education to individuals in a culturally and linguistically appropriate manner.

4. Three (3) years of experience working with refugee or diverse client populations.

B. Community Adjustment Support Groups:

Facilitator Qualifications

1. A Master’s Degree in social work, psychology, or other behavioral health field.

2. Florida licensure in the area of behavioral health supervision, or under the supervision of a licensed clinician.

3. Two years of experience in providing counseling to individuals with varying levels of linguistic and educational attainment.

4. Three (3) years of experience working with refugee or diverse client populations.

Co-Facilitator Qualifications

1. A bi-cultural, bilingual peer member of the refugee community being served. To the extent possible, co-facilitators should be recognized community leaders or have demonstrable experience with civic engagement in the refugee community.

3.7 Licenses, Permits, and Taxes

The Provider must pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the Provider must comply with all applicable federal, state and local laws, ordinances, codes, regulations, action transmittals, program instructions and other requirements at no cost to the Florida Department of Health.
Section 4.0: INSTRUCTIONS FOR PROPOSAL SUBMITTAL

4.0 General Instructions to Respondents (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Proposal. 
http://dms.myflorida.com/content/download/2934/11780

The terms of this solicitation will control over any conflicting terms of the PUR1001.

4.1 Proposal Format

The Department discourages lengthy Proposals. Respondents should use the following format:

1. Proposals should be on paper that is 8.5 by 11 inches.
2. The font size is at the discretion of the Respondent but should be at least as large as the font size you are currently reading (11 point).
3. The pages should be numbered and one-inch margins should be used.
4. Respondent Proposals must be separated as follows (Mandatory Requirement):
   a) Technical Proposal
   b) Cost Proposal
5. Technical Proposals should include an index identifying the page number/section where information can be located in the Proposal.

4.2 Copies of Proposals

Respondents are asked to submit the following copies:

4.2.1 Technical Proposal

One (1) original and five (5) paper copies of the Technical Proposal must be submitted no later than the date and time set forth in the timeline. In addition, the original should contain an electronic version of the Proposal as submitted, including all supporting and signed documents, on a flash pen or jump drive.

Refer to Section 4.6 for information on redacting confidential information, if applicable.

The “original” paper copy of the Technical Proposal will be considered the authority if there are any differences between the paper and electronic copies.
Respondents must not disclose cost information in the body of the Technical Proposal. Including cost information will cause the Proposal to be disqualified (Mandatory Requirement, see Section 4.4).

4.2.2 Cost Proposal

One (1) original copy of the Cost Proposal (Mandatory Requirement, see Section 4.4) must be submitted using Attachment E: Cost Proposal, no later than the date and time set forth in the timeline. No copies are requested.

The Cost Proposal must be in a separate sealed envelope and must be identified in accordance with Section 4.4.

4.3 Proposal Labeling

4.3.1 Technical Proposal

The Technical Proposal should be sealed and identified as follows:

DOH RFP #15-001
Request for Proposal for
Refugee Orientation and Group Counseling Services
Due: June 9, 2015
Respondent’s Name
TECHNICAL PROPOSAL

4.3.2 Cost Proposal

It is mandatory that the Respondent’s Cost Proposal be in a separate sealed envelope and identified as follows:

DOH RFP #15-001
Request for Proposal for Refugee Orientation and Group Counseling Services
Due: June 9, 2015
Respondent’s Name
COST PROPOSAL

4.3.3 All Proposals must be sent or delivered to the Department of Health, Central Purchasing Office, 4052 Bald Cypress Way Bin B07, Tallahassee, Florida 32399.

4.4 Instructions for Submittal

1. Respondents are required to complete, sign, and return the “Title Page” with the Proposal submittal. (Mandatory Requirement)

2. Respondents are required to complete, sign, and return the “Cost Proposal” in a separate sealed envelope with the Proposal submittal. (Mandatory Requirement)

3. Proposals may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the timeline, Section 2.4.
4. Proposals submitted electronically will NOT be considered for this solicitation.

5. The Department is not responsible for improperly marked Proposals.

6. It is the Respondent’s responsibility to ensure its submittal at the proper place and time indicated in the RFP Timeline.

7. The Department’s clocks will provide the official time for Proposal receipt.

8. Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the Proposal.

4.5 **Cost of Preparation**

Neither the Department of Health nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

4.6 **Public Records and Trade Secrets**

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the Respondent considers any portion of its Proposal to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must segregate and clearly mark the document(s) as “CONFIDENTIAL”.

Simultaneously, the Respondent will provide the Department with a separate redacted paper and electronic copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “REDACTED COPY”.

The Redacted Copy shall be provided to the Department at the same time the Respondent submits its Proposal and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy with its Proposal, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

4.7 **Compensation and Cost Proposal**

The fixed price, fixed fee contract resulting from this RFP will be paid on a monthly basis. The anticipated contract price per year for each target area is $37,500 in Year 1, and $37,500 in Year 2.
Respondents are required to submit a Cost Proposal which will be scored, as detailed in Section 5.4. Each Respondent must provide its proposed cost utilizing Attachment E: Cost Proposal. The proposed cost should not be carried more than two (2) places to the right of the decimal point.

4.8 Documentation

Respondents must complete and submit the following information or documentation as part of their Technical Proposal:

4.8.1 Experience

Respondents must provide contact information for three (3) entities the Respondent has provided commodities and services of a similar nature of those requested in this solicitation. Respondents may use Attachment F, Experience Form of this RFP to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department’s determination of the Respondent’s responsibility. The Department’s determination is not subject to review or challenge.

4.8.2 Statement of Non-Collusion

Respondents must sign and return with their response the Statement of Non-Collusion form, Attachment H.

4.9 Special Accommodations

Any person who requires special accommodations at DOH Purchasing because of a disability should contact the DOH Purchasing Office at (850) 245-4199 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If hearing or speech impaired, contact Purchasing by using the Florida Relay Service, at 1-800-955-8771 (TDD).

4.10 Responsive and Responsible

Respondents shall complete and submit the following mandatory information or documentation as a part of the Proposal. Any Proposal which does not meet these requirements or contain this information shall be deemed non-responsive.

a. Proposals must be received by the time specified, Section 2.4: Timeline.

b. The Title Page of this RFP must be completed, signed, and returned with the Technical Proposal.

c. Attachment E: Cost Proposal must be completed, signed, and returned in a separate sealed envelope with RFP submittal.
4.11 **Late Proposals**

The Procurement Officer must receive Proposals pursuant to this RFP no later than the date and time shown in the Timeline (Refer to Section 2.4). Proposals that are not received by the time specified will not be considered.
SECTION 5.0: PROPOSAL EVALUATION PROCESS AND CRITERIA

5.1 Introduction

Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. The Department will combine the points for the technical proposal and cost proposal to determine the total score for each eligible Proposal.

The Respondent providing the best value to the State shall be selected for potential award. The Department reserves the right to award more than one contract as a result of this RFP.

The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interests. The Department may reject any Proposal not submitted in the manner specified by this RFP.

5.2 Evaluation Team

The Department’s Evaluation Team will consist of at least three (3) persons who the Department determines have experience and knowledge in the program areas and service requirements sought to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

5.3 Evaluation Criteria

The Department will evaluate Proposals determined to be responsive and responsible against all evaluation criteria set forth in Section 3: Scope of Services in order to determine the Proposal most advantageous to the Department. Points are allocated as follows:

- Technical Proposal: 80 points maximum
- Cost Proposal: 20 points maximum

MAXIMUM AVAILABLE POINTS 100

5.3.1. Technical Proposal Scoring

The Respondent must provide a written description of its organizational qualifications and experience in the Technical Reply.

Members of the Evaluation Team will each independently score every Technical Proposal in the evaluation areas indicated below. The raw scores in each evaluation area from each member of the Evaluation Team will be averaged together. These average scores will be added to determine each respondent’s Technical Proposal score.
A. Description of Approach to Performing Task

Each Proposal should include a section to provide insight into the Respondent’s approach to providing the services as specified in this solicitation. The Respondent should address all areas within Section 3.3.

The Respondent’s technical approach should demonstrate a thorough understanding and insight into this project including demonstrated specific expertise and ability to meet the specifications stated in the Scope of Services, especially those related to the providing education and counseling for refugees, through their experience in providing similar services. At a minimum, Proposals should include:

1. A brief narrative that illustrates the Respondent’s understanding of the purpose, requirements, and schedule of the services requested in this RFP and the Respondent’s experience and ability to carry them through to completion.

2. Comprehensive narrative statements that outline the project approach and methodology intended to be employed and illustrate how the methodology will serve to accomplish the project and meet the Department’s project schedule. Respondents should describe their proposed approach for accomplishing the tasks described in Section 3.3 of this RFP.

B. Description and Documentation of Minimum Qualifications

Each Proposal should include thorough descriptions and documentation of all minimum qualifications as outlined in Section 3. Documentation of minimum qualifications is required for a Proposal to be considered complete.

1. Documentation is to include proof of current licenses, training, and experience in providing the services detailed in Section 3. Each Proposal must include a current resume or curriculum vitae detailing the Respondent’s prior related work experience.

2. Each Proposal must include at least one (1) sample of prior work performed for entities identified as references, including any client satisfaction survey summaries for such activities. Documentation of such prior work should not include any confidential information. Confidential information on work samples must be redacted.

3. The Respondent must document and describe how all existing and new employees are and will be appropriately qualified and credentialed for the positions held and that the employees will maintain the required qualifications and licensure, in their respective fields of expertise.
5.4 **Cost Proposal Opening**

Cost Proposals will be opened, read aloud, and recorded in a public meeting after scoring and ranking of Technical Proposals.

5.4.1 **Cost Proposal Scoring**

The Department’s cost evaluation will be based upon the Respondent’s proposed cost, as prescribed in Section 4.7 of this RFP. The proposed cost will be scored in accordance with the below formula:

\[
\text{Maximum Cost Proposal Points} \times \left( \frac{\text{Lowest Proposal Cost}}{\text{Respondent’s Proposal Cost}} \right) = \text{COST SCORE}
\]

The respondent’s proposal must include a budget and detailed budget narrative or cost proposal reflecting the administrative costs associated with successful completion of all deliverables and tasks as described in this RFP. The proposal price will be based on a yearly price.

5.5 **Additional Tasks**

Any activities, tasks, products or materials that would be reasonably necessary in order for the Provider to perform in accordance with the Scope of Services and Tasks Lists sections of this RFP shall not be considered additional services, activities, or tasks.
SECTION 6.0: SPECIAL CONDITIONS & CONTRACT PROVISIONS

6.1 General Contract Conditions (PUR1000)

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general contract terms and conditions that will apply to any contract resulting from this RFP, to the extent they are not otherwise modified. This document should not be returned with the Proposal. http://dms.myflorida.com/content/download/2933/11777

The terms of this solicitation shall control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

6.2 Renewal

The Contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed one year or the term of the original Contract, whichever is longer. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions of the original Proposal. Renewal of the resulting Contract is subject to the Department’s discretion. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6.3 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to Attachment G: Statement of Non-Collusion.

6.4 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively, prior to contract award.
6.5 **Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. If the successful Respondent is not currently registered in the MyFloridaMarketPlace system it must do so within five (5) days after posting of intent to award.


6.6 **Minority and Service-Disabled Veteran Business Participation**

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity at 850-487-0915 or visit their website at [http://osd.dms.state.fl.us](http://osd.dms.state.fl.us) for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

The successful Respondent shall provide a monthly Vendor Diversity Expenditure Report (Attachment H) summarizing all subcontracting/material suppliers performed during the reporting period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for each identified subcontractor. A copy of this form shall be submitted to the Department’s Contract Manager and Minority Business Enterprise (MBE) Coordinator.

6.7 **Subcontractors**

The Provider may, only with prior written approval of the Department, enter into written subcontract agreements for performance of specific services under the Contract resulting from this solicitation. Anticipated subcontract agreements known at the time of Proposal submission and the amount of the subcontract must be identified in the Proposal. No subcontract that the Provider enters into with respect to performance under the Contract shall in any way relieve the Provider of any responsibility for performance of its contract responsibilities with the Department. All subcontractors must meet or exceed the minimum qualifications set forth in this solicitation. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

6.8 **Service Times**

Each Proposal shall identify the days of the week and hours of the day that the Provider will be available to provide services for the Department.
6.9 **Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in Section 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the successful Respondent’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this RFP and entitles the Department to unilaterally cancel the Contract agreement. The successful Respondent will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP must be retained by the successful Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the successful Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format (currently Microsoft Word 2010). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The successful Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

Pursuant to Section 119.0701, Florida Statutes, the successful Respondent must keep and maintain public records that ordinarily and necessarily would be required by the Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and 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 requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.
SECTION 7.0: CONTRACT PROVISIONS

Contracts resulting from this procurement are expected to include the following contract provisions.

7.1 Financial Consequences

Pursuant to Section 287.058, Florida Statutes, all contracts entered into by state agencies must contain certain provisions, including one specifying the financial consequences that must apply if the Provider fails to perform in accordance with the Contract terms. The Department’s contract resulting from this RFP shall contain a provision requiring a reduction in payment for each deliverable not met as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Financial Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and Mental Health Orientation Workshops</td>
<td>Certificates of Completion</td>
<td>10% payment reduction</td>
</tr>
<tr>
<td>Monthly Workshops — one (1) half-day health and one (1) half-day mental health orientation workshop</td>
<td>100% payment reduction for each workshop not completed</td>
<td></td>
</tr>
<tr>
<td>Monthly Workshops – each workshop will have minimum of 20 participants</td>
<td>1% reduction: 18-19 participants 2% reduction: 16-17 participants 3% reduction: 14-15 participants 4% reduction: 12-13 participants 5% reduction: 10-11 participants</td>
<td></td>
</tr>
<tr>
<td>Sign-in sheets for each health and mental health orientation workshop</td>
<td>10% reduction for each missing submission</td>
<td></td>
</tr>
<tr>
<td>Participant satisfaction surveys</td>
<td>10% reduction for each missing submission</td>
<td></td>
</tr>
<tr>
<td>Community Adjustment Support Groups</td>
<td>Certificates of Completion</td>
<td>10% reduction for each missing submission</td>
</tr>
<tr>
<td>Eight (8) six-week support groups each year</td>
<td>100% for each support group not completed</td>
<td></td>
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<tr>
<td>Support groups – Each support group will have a maximum of 12 participants</td>
<td>Payment will not be provided for exceeding the maximum participation</td>
<td></td>
</tr>
<tr>
<td>Sign-in sheets for each 6-week support group</td>
<td>10% reduction for each missing submission</td>
<td></td>
</tr>
</tbody>
</table>
7.2 **Performance Measures**

Pursuant to Section 287.058(1)(d), Florida Statutes, the resulting contract must contain performance measures. It is the Department’s intent to require the Provider to complete 100% of the deliverables as required by any Contract resulting from this RFP.

7.3 **Staffing Changes**

The Provider shall staff the project with key personnel identified in its proposal. Prior to changing any of the named staff the Provider shall notify and obtain written approval from the Department.

7.4 **Conflict of Law and Controlling Provisions**

Any contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida. Venue must be Leon County, Florida.

7.5 **Termination**

Termination must be in accordance with the Standard Contract, Attachment I, Section III, Part B.

7.6 **Equipment**

The Provider shall be responsible for supplying, at its own expense, all equipment necessary to perform under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

7.7 **Department Determinations**

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.
# Attachement A
## Health / Mental Health Orientation Workshop
### Sign-in Sheet

<table>
<thead>
<tr>
<th>Date:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Sponsor Agency (if any)</th>
<th>Phone</th>
<th>Email</th>
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<tbody>
<tr>
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</table>
## COMMUNITY ADJUSTMENT SUPPORT GROUP SIGN-IN SHEET

<table>
<thead>
<tr>
<th>DATE:</th>
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</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>EMAIL</th>
<th>WEEK 1</th>
<th>WEEK 2</th>
<th>WEEK 3</th>
<th>WEEK 4</th>
<th>WEEK 5</th>
<th>WEEK 6</th>
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</table>

Solicitation Number: DOH15-001
Request for Proposals
Refugee Orientation and Group Counseling Services
ATTACHMENT C
ORIENTATION WORKSHOP
PARTICIPANT SATISFACTION SURVEY

1. THE INFORMATION I RECEIVED DURING TODAY’S WORKSHOP WAS HELPFUL.
   
<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Somewhat Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Somewhat Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
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</tbody>
</table>

2. THE FACILITATOR WAS KNOWLEDGEABLE.
   
<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Somewhat Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Somewhat Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
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<td>O</td>
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</tbody>
</table>

3. WHAT DID YOU LIKE MOST ABOUT TODAY’S WORKSHOP?

4. HOW DID YOU FEEL ABOUT THE LENGTH OF THE WORKSHOP?
   
<table>
<thead>
<tr>
<th>Too long, make the workshop shorter</th>
<th>Good, don’t make any changes</th>
<th>Too short, make the workshop longer</th>
</tr>
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<tbody>
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<td>O</td>
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</tbody>
</table>

5. IS THERE ANYTHING YOU FEEL YOU NEED MORE INFORMATION ABOUT FROM THIS WORKSHOP?
ATTACHMENT D
COMMUNITY ADJUSTMENT SUPPORT GROUP
PARTICIPANT SATISFACTION SURVEY

1. THIS SUPPORT GROUP HELPED ME FEEL MORE COMFORTABLE ABOUT LIFE IN THE UNITED STATES.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Somewhat Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Somewhat Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>O</td>
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</tbody>
</table>

2. THE FACILITATOR / CO-FACILITATOR WAS KNOWLEDGEABLE.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Somewhat Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Somewhat Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
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<td>O</td>
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<td>O</td>
</tr>
</tbody>
</table>

3. WHAT DID YOU LIKE MOST ABOUT THE SUPPORT GROUP?

4. HOW MANY GROUP DISCUSSIONS DID YOU ATTEND? IF YOU DID NOT ATTEND ALL 6 DISCUSSIONS, PLEASE TELL US WHY.

5. HOW DID YOU FEEL ABOUT THE LENGTH OF EACH GROUP DISCUSSION?

<table>
<thead>
<tr>
<th>Too long, make the discussions shorter</th>
<th>Good, no changes</th>
<th>Too short, make the discussions longer</th>
</tr>
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<tbody>
<tr>
<td>O</td>
<td>O</td>
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</tbody>
</table>

6. PROVIDE ANY SUGGESTIONS YOU MAY HAVE TO MAKE THIS SUPPORT GROUP BETTER.
### ATTACHMENT E
### COST PROPOSAL

Maximum Cost Proposal Points x (Lowest Proposal Cost/Respondent’s Proposal Cost) = COST SCORE

<table>
<thead>
<tr>
<th>TASK</th>
<th># OF PARTICIPANTS PER WORKSHOP/SUPPORT GROUP</th>
<th>PER YEAR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Health Orientation Workshops*</td>
<td>20 - 40 participants</td>
<td>-</td>
</tr>
<tr>
<td>12 Mental Health Orientation Workshops*</td>
<td>20 - 40 participants</td>
<td>-</td>
</tr>
<tr>
<td>8 Community Adjustment Support Groups**</td>
<td>8 - 12 participants</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

*The costs for the health and mental health orientation workshops are based on a full-day (consisting of one-half day health orientation and one-half day mental health orientation), each workshop with one qualified facilitator, and must include all expenses, including any travel and supplies.

**The costs for the community adjustment support groups are based on a six-week (one session per week) group, each session 90 minutes in duration, with a licensed mental health clinician or a supervised Master's level staff person.
Respondent's Name: ___________________________________________________________

Respondents must provide contact information for three (3) entities the Respondent has provided commodities or services of a similar nature of those requested in this solicitation. Respondents may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

<table>
<thead>
<tr>
<th>Company/Agency Name:</th>
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<tbody>
<tr>
<td>Address:</td>
<td></td>
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<tr>
<td>City, State, Zip:</td>
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<tr>
<td>Contact Name:</td>
<td></td>
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<tr>
<td>Contact Phone:</td>
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<tr>
<td>Contact Email Address:</td>
<td></td>
</tr>
<tr>
<td>General Description of Work:</td>
<td></td>
</tr>
<tr>
<td>Service Dates:</td>
<td></td>
</tr>
<tr>
<td>Approximate Contract Value:</td>
<td>$</td>
</tr>
</tbody>
</table>

1. Company/Agency Name:   
Address:                      
City, State, Zip:            
Contact Name:                
Contact Phone:               
Contact Email Address:       
General Description of Work: 
Service Dates:               
Approximate Contract Value:  

Solicitation Number: DOH15-001
Request for Proposals
Refugee Orientation and Group Counseling Services
<table>
<thead>
<tr>
<th><strong>Company/Agency Name:</strong></th>
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<tbody>
<tr>
<td><strong>Address:</strong></td>
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<tr>
<td><strong>City, State, Zip:</strong></td>
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<td><strong>Contact Name:</strong></td>
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<td><strong>Contact Phone:</strong></td>
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<td><strong>Contact Email Address:</strong></td>
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<td><strong>General Description of Work:</strong></td>
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<td><strong>Service Dates:</strong></td>
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<tr>
<td><strong>Approximate Contract Value:</strong></td>
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ATTACHMENT G
STATEMENT OF NON-COLLUSION

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

____________________________________                ______________________
Signature of Authorized Representative*                                                Date

*An authorized representative is an officer of the Respondent’s organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.
**ATTACHMENT H**

**DEPARTMENT OF HEALTH (DOH) VENDOR DIVERSITY**

**SUBCONTRACTING EXPENDITURE REPORT**

**INSTRUCTIONS:**

**PROVIDERS** please complete this report and submit to the DOH Contract Manager.* **PROVIDERS** and their subcontractors (if any) must report all subcontracting expenditures.

DOH Providers’ Name:

DOH Providers’ Subcontractor Name: *(if applicable)*

DOH Contract or Order Number:

Reporting Month and Year; *(the period that your current invoice covers)*

<table>
<thead>
<tr>
<th>Subcontractor(s) Name and Address</th>
<th>FEIN No.</th>
<th>Expenditure Amount</th>
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NOTE: Separate sheets may be used, as needed.

**DEPARTMENT OF HEALTH USE ONLY**

**CONTRACT MANAGER INSTRUCTIONS:**

PLEASE FORWARD COMPLETED FORMS TO: BUREAU OF GENERAL SERVICES, CENTRAL PURCHASING OFFICE ATTENTION: VENDOR DIVERSITY COORDINATOR 4052 BALD CYPRESS WAY, STE. 310 TALLAHASSEE, FLORIDA 32399-1734 VendorDiversity@flhealth.gov

*No later than the 7th of the month following the reporting month.*
**PROVIDER INSTRUCTIONS:**

1. **DOH PROVIDERS’ NAME:** Enter the Company Name as it appears on your DOH Contract.

2. **DOH PROVIDERS’ SUBCONTRACTOR NAME:** Enter the Company Name of the DOH Providers’ subcontractor, who expenditures are being reported for, if applicable.

3. **DOH CONTRACT OR ORDER NUMBER:** Enter DOH Contract Number or Purchase (Direct) Order Number.

4. **REPORTING MONTH AND YEAR:** Enter the time period that your current invoice covers.

5. **C/MBE Entity Name and Address:** Enter the CMBE or MBE Subcontractor’s Name and Address.

6. **FEIN No.** Enter the Subcontractor’s Federal Employment Identification Number. This information can be obtained from the subcontractor.

7. **EXPENDITURE AMOUNT:** Enter the amount expended with the subcontractor for the time period covered by the invoice.

ENCLOSE THE COMPLETED FORM AND SEND TO YOUR DOH CONTRACT MANAGER.
THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department, and _____ hereinafter referred to as the provider.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract, as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider’s refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law
   a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
   b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law
   a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
   b. If this agreement includes federal funds and more than $2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements.”
   d. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Department.
   e. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
   f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
   g. The provider shall comply with President’s Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President’s Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
   h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
   i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
   j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing

Contract # ________
D. Audits, Records, and Records Retention
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.

5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider’s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To provide a financial and compliance audit to the Department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.

7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:

a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

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

F. Indemnification
1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys’ fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The provider’s inability to evaluate liability or its evaluation of liability shall not excuse the provider’s duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department’s failure to notify the provider of a claim shall not release the provider of the above duty to defend. NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.

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

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

I. Assignments and Subcontracts
1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.

2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider’s obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.

4. The contractor shall provide a monthly Subcontractor Expenditure Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

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

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

L. Transportation Disadvantaged
If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

M. Purchasing
1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. For purposes of this contract, the provider shall be deemed to be substituted
for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, F.S.

3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C.

4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(25), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

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

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

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

O. Independent Capacity of the Contractor
1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.

2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

5. Unless justified by the provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider’s officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

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

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

R. Use of Funds for Lobbying Prohibited
To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

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

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

T. Patents, Copyrights, and Royalties
1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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

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

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

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

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

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE
A. Effective and Ending Dates
This contract shall begin on ______ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on ______.

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

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

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

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

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)
1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

   

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

   

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

   

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

   

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

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

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

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