

COVER PAGE

Florida Department of Health

Bureau of HIV/AIDS

Request for Applications

DOH # 11-017

Men Who Have Sex With Men (MSM) and Transgender Prevention Program

Agency Name: _____

One-Year Amount Requested: _____

Name of Contact Person: _____

Applicant Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Printed Name of Authorized Signature: _____

Title: _____

Date: _____

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

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

Men Who Have Sex With Men (MSM) and Transgender Prevention Program
Request for Application Timeline

Schedule	Due Date	Location
Request for Applications released	January 20, 2012	Department of Health Grant Funding Opportunities Website http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Questions submitted via e-mail	Prior to 5:00 p.m., E.T. January 26, 2012	Submit to: Florida Department of Health Towana Bonnett, Strategic Planning Coordinator 4052 Bald Cypress Way, Bin A09 Tallahassee, FL 32399-1715 E-mail: Towana_Bonnett@doh.state.fl.us
Applicant conference call to answer questions	11:00am. E.T., Tuesday, January 31, 2012	The dial-in number is 1-888-808-6959. At the prompt, enter the following conference code: 4505618
Written answers to questions placed on website	On or before February 3, 2012	Department of Health Grant Funding Opportunities Website http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Applications due (no faxed or e-mailed applications)	Prior to 12:00 p.m. E.T. Friday February 24, 2012	<u>For U. S. Mail:</u> Florida Department of Health Bureau of HIV/AIDS Towana Bonnett, Strategic Planning Coordinator 4052 Bald Cypress Way, Bin A09 Tallahassee, FL 32399-1715 <u>For Overnight Shipping (Physical Address):</u> Florida Department of Health Bureau of HIV/AIDS Towana Bonnett, Strategic Planning Coordinator 2585 Merchants Row Boulevard, HIV/AIDS, Third Floor Tallahassee, FL 32399-1749
Anticipated evaluation of applications	Friday, February 24, 2012	Evaluators begin review
Anticipated negotiations begin	Monday, March 12, 2012	Negotiations and budget revisions for grant awards begin
Anticipated award date	Tuesday, May 1, 2012	Department of Health Grant Funding Opportunities Website http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Anticipated grant start date	Sunday, July 1, 2012	Selected applicants begin implementing MSM and transgender program

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Attachments

1. Rating Sections
2. Sample Budget
3. Sample Quarterly Expenditure Report
4. Sample Standard Contract Form
5. Financial & Compliance Audit Form

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

SECTION 1.0 INTRODUCTION

Notice and Disclaimer

Grant awards will be determined by the Florida Department of Health (Department) based on the availability of funds. The Department reserves the right to offer multiple grant awards as it deems in the best interest of the State of Florida and the Department. Additionally, the Department reserves the right to negotiate budgetary changes with applicants prior to the offer of a grant award or execution of the contract. Applicants may decline the modified grant award and may request a commensurate modification in the scope of the project.

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

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

1.1 Statement of Purpose

The mission of the Florida Department of Health is to protect and promote the health of all residents and visitors in the state through organized state and community efforts, including cooperative agreements with counties. The goals of the Bureau of HIV/AIDS's Prevention Program are to: 1) prevent HIV infection among high-risk individuals, 2) increase knowledge of serostatus among those who are HIV infected but unaware of their infection, and 3) increase HIV prevention interventions and support collaboration and coordination of services for individuals living with or at risk of acquiring HIV.

The purpose of this RFA is to provide HIV/AIDS prevention, counseling and testing, linkage to care and intervention services to HIV infected and high-risk negative Men who have sex with men (MSM) and transgender populations of all races and ethnicities in high incidence areas.

1.2 Estimated Budget

The Bureau of HIV/AIDS (BOHA) has an estimated total amount of \$500,000 to implement three (3) to five (5) MSM and transgender HIV/AIDS prevention services contracts. The award for any individual program will range from \$100,000 to \$175,000 annually. There may be up to a \$25,000 increase in individual project amounts during the four (4) year project period. There is no match requirement.

1.3 Qualified Applicants

Community-based organizations which have a 501(c)3 non-profit designation and provide HIV/AIDS services in the counties with the highest incidence of HIV infection among MSM and transgender are eligible to apply. These counties are: Miami-Dade, Broward, Orange, Hillsborough, Palm Beach, Duval and Pinellas. In an effort not to duplicate services in any location and to ensure service delivery in the areas of greatest need, the Department reserves the sole discretion to negotiate contracts based on geographic coverage, epidemiologic data, and access to the target population.

All entities submitting an application must be registered as a vendor in the state's MyFloridaMarketPlace. For further information please visit:
http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace.

All entities submitting an application for funding are advised that in accepting federal dollars under this RFA, as a sub-recipient, they will be required to comply with all state laws, executive orders, regulations, and policies governing these funds. Applicants that have had contracts terminated or reduced by the Department for reasons other than a mutually agreed upon cause or are classified as a prohibited vendor may be ineligible for funding.

1.4 Term

The initial term of the contracts resulting from this RFA shall be one year, beginning on or about July 1, 2012 through June 30, 2013. Contracts resulting from this grant are renewable annually for three (3) years for a total of four (4), depending on performance and availability of funds.

1.5 Definitions

AIDS: Acquired Immunodeficiency Syndrome. A condition that exists when a person has tested positive for HIV and has one or more of 26 listed opportunistic illnesses/infections and/or a T-cell count of 200 or less per microliter of blood.

ARTAS – Antiretroviral Treatment Access Study. This is a linkage intervention for case management based on the strengths and abilities of the client. The client has a maximum of five face-to-face contacts with the ARTAS Care Coordinator, with the ultimate goal of learning to independently navigate the medical care system.

ASO: AIDS Service Organization

Behavioral Determinants: This term comes from behavior change theories and covers behaviors and factors that have been proven to directly influence behavior change. Evidence-Based interventions work by addressing a set of determinants. Behavioral determinants include the following factors: knowledge, attitudes and beliefs, intention,

perception of risk, self-efficacy, skills, values, perceived norms, social norms, and social support.

BOHA: Bureau of HIV/AIDS

Capacity Building: Activities that strengthen the core competencies of an organization and contribute to its ability to develop and implement an effective HIV prevention intervention and sustain the infrastructure and resource base necessary to support and maintain the intervention

CBO: Community-Based Organization. A non-profit organization with 501(c)(3) status

CDC: Centers for Disease Control and Prevention

CHD: County Health Department

Collaboration: Working with another person, organization, or group for mutual benefit by exchanging information, sharing resources, or enhancing the other's capacity, often to achieve a common goal or purpose.

Comprehensive Risk Counseling and Services (CRCS, formerly PCM): An intensive, individualized client-centered counseling for adopting and maintaining HIV risk-reduction behaviors. CRCS is designed for HIV-positive and HIV-negative individuals who are at high risk for acquiring or transmitting HIV and STDs and struggle with issues such as substance use and abuse, physical and mental health, and social and cultural factors that affect HIV risk.

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

Counseling, testing and linkage (CTL): HIV counseling, testing, and direct assistance in getting a client enrolled into the health and social service system

DEBI-REP: Diffusion of Effective Behavioral Interventions - Replicating Effective Programs. This is a Center's for Disease Control and Prevention program for disseminating highest-tier behavior change programs.

DIS: Disease Intervention Specialist

Department: Florida Department of Health

Effective Behavioral Intervention (EBI): An intervention that meets the CDC's Research Synthesis criteria for best or promising evidence. These interventions have shown evidence of efficacy.

Evidence-based: Behavioral, social, and structural interventions relevant to HIV risk reduction that has been tested using a methodologically rigorous design, and have been shown to be effective in a research setting. These evidence-based (or science-based) interventions have been evaluated using behavioral or health outcomes; have been compared to a control/comparison group(s) (or pre-post data without a comparison group); had no apparent bias when assigning persons to intervention or control groups or were adjusted for any assignment bias; and, produced significantly greater positive results

when compared to the control/comparison group(s), while not producing adverse consequences.

Financial agreement: A formal written agreement between the department and an individual or organization for the procurement of commodities or services

Group-Level Interventions (GLIs): Health education and risk-reduction counseling that shifts the delivery of service from the individual to groups of varying sizes. Group-level interventions use peer and non-peer models involving a range of skills, information, education, and support.

Health Education/Risk Reduction (HE/RR): Organized efforts to reach people at increased risk for becoming HIV infected or, if already infected, of transmitting the virus to others. The goal is to reduce the spread of infection. Activities range from individual HIV prevention counseling to broad, community-based interventions.

HIV: Human Immunodeficiency Virus. The virus identified as the causative agent of AIDS.

HIV prevention counseling: An interactive process between client and counselor aimed at reducing risky sex and drug injection behaviors related to HIV acquisition or transmission.

HIV risk behaviors: Persons likely to be at high risk for HIV including, persons who have: had unprotected anal or vaginal sex with a person living with HIV, injected drugs with non-sterile, shared drug injection equipment, had unprotected anal or vaginal sex in exchange for money or drugs, had unprotected anal or vaginal sex with more than one sex partner since their most recent negative HIV test, been diagnosed with a sexually transmitted disease (STD), and persons who have had unprotected anal or vaginal sex with anyone who had any of these risks.

HIV risk factors: Behaviors, activities, and/or circumstances that place one at risk for acquiring HIV. Examples include substance abuse/use, poverty, mental health, low self-efficacy and esteem, and economic dependency.

Individual-Level Interventions (ILIs): Health education and risk-reduction counseling provided for one individual at a time. ILIs help clients make plans for behavior change and ongoing appraisals of their own behavior and include skills-building activities. These interventions also facilitate linkages to services in both clinic and community settings (for example, substance abuse treatment settings) in support of behaviors and practices that prevent transmission of HIV, and help clients make plans to obtain these services.

Integrated Partner Services: An agreement between a county health department and a community-based organization to ensure that a disease intervention specialist (DIS) is readily available to provide partner services and linkages for those found to be HIV infected. This might include having a DIS embedded in the agency or having an on-call type arrangement with the DIS.

Internet Outreach: A virtual interaction between an HIV prevention professional, such as an outreach worker, and a person or persons at risk for HIV for the purposes of providing HIV related health information and education, referrals and linkage to services, recruitment for testing and treatment, and support for reducing risk behaviors.

Intervention: A specific activity (or set of related activities) intended to reduce the risk of HIV transmission or acquisition. Interventions may be either biomedical or behavioral and have distinct process and outcome objectives and protocols outlining the steps for implementation.

Intervention population: Specific group within the priority population that will be targeted for intervention activities

Linkage: The act of confirming that a client offered a voluntary service is successful in accessing that service. This may include providing or arranging transportation, making and rescheduling appointments, or accompanying the client to the appointment.

Linkage-to-care: Assisting an individual in receiving medical care for HIV infection from a physician, physician's assistant, or nurse practitioner, usually within 90 days. Linkage is the post-referral verification that medical services were accessed by the individual being referred to care. Linkage to medical care is the outcome of the referral.

Men who have sex with men (MSM): Men who report sexual contact with other men, and men who report sexual contact with both men and women, whether or not they identify as "gay or bisexual".

Offeror: An organization with 501(c)3 status that responds to this RFA. Any organization(s) whose response is selected and with whom the state of Florida negotiates and contracts. The terms *organization* and *agency* are interchangeable for this RFA.

Outreach: A process of engaging face-to-face with high-risk individuals in their own neighborhoods or venues where they typically congregate to provide HIV related: testing and treatment, health information and education, referrals and linkage to services, and recruitment for other prevention interventions and/or services.

PLWHA: Person(s) living with HIV/AIDS

PEER: An HIV-infected MSM or transgender persons who serves as a mentor to other HIV-infected MSM or transgender persons.

Peer Program: A program staffed by MSM or transgender persons who are HIV-infected to serve the population targeted by this RFA.

Prevention Services: Interventions, strategies, programs, and structures designed to prevent the transmission and/or acquisition of HIV infection. Examples of HIV prevention services include HIV counseling and testing, linkage to care, community mobilization, outreach, educational sessions, condom distribution, and mentoring programs.

RFA: Request for Applications

Referral: The provision of timely, appropriate guidance to an individual designed to refer the person to a specific care and/or service provider. This usually entails giving the client the contact information for the service provider and leaving it up to the client to contact the medical provider.

Safe Space: The safe space may be a designated and dedicated space within the agency premises or may be located off-site within safe proximity of the applicant's agency location.

Serostatus: Status with respect to being seropositive or seronegative for a particular antibody (the HIV antibody).

Service Delivery Plan: A written plan which outlines the services, activities and timelines the agency will use to provide the services outlined in the task list of the contract.

Structural interventions: Target factors outside the control of a single individual that impedes or facilitates personal efforts to avoid HIV infection (e.g., social, physical, cultural, economic, policy, etc.).

Target Population: HIV-infected and high-risk negative MSM and transgender individuals of all races and ethnicities in the identified high incidence areas.

Transgender- Female to Male (FTM): An individual who's physical birth sex is female but whose gender expression and/or gender identity is male.

Transgender- Male to Female (MTF): An individual who's physical birth sex is male but whose gender expression and/or gender identity is female.

SECTION 2.0 PROGRAM OVERVIEW

2.1 Background

Men who have sex with men (MSM) is the largest HIV transmission risk category in both the nation and Florida. Nationally, the proportion of new infections attributed to MSM, has risen from 56% (N=27,000) of all new infections in 2006 to 61% (N=29,300) in 2009. This is compared to 30% attributed to heterosexual contact, 9% to injection drug use, and <1% to other modes in 2009. During the same year, there were also 3% of new infections attributed to a combination of MSM and injection drug use. In Florida, the proportion of new HIV infections attributed to MSM has remained relatively consistent; 54% (N=2,891) of new infections were MSM in 2007 and 53% (N=1,836) by 2009. This is compared to 39% for heterosexual contact and 8% for injection drug use in Florida in 2009.

Overall, there are 95,335 people known to be living with HIV/AIDS in Florida as of 2010. Of those people, 46% were MSM (43,854 people). This is similar to the national proportion of 46% reported for MSM in 2008, the most recent year for which data are available.

In 2010, the state tested 31,277 MSM which is a 172% increase from the number tested in 2001. Of MSM tested in 2010, 6% were positive and of MSM who are also injection drug users 8.1% were positive. There is only one risk category with a higher positivity rate and that is sex with a person known to have HIV at 9.8% positive. However, when considering the total volume of tests attributed to each of these risk populations, MSM account for a much larger proportion of overall positive tests. In 2010, MSM accounted for 39.7% of all positive tests, followed by heterosexual risk which accounted for 23.4%

of all positives, and those who had sex with a person known to have HIV accounted for 11.4% of all positives.

There is also evidence that suggests HIV positivity is high among male-to-female (MTF) transgender persons, especially African Americans. In an effort to provide a more comprehensive approach to HIV/AIDS prevention, counseling and testing, and linkage to care, this RFA is designed to include MTF transgender populations of all races and ethnicities. The high rate of infection among transgender persons can be attributed to the complexity of the epidemic affecting this population; and specifically, the significant social and environmental factors they often face.

2.2 Scope of Service

Funding is available for organizations to provide HIV/AIDS prevention, counseling and testing, linkage to care and intervention services to HIV-infected and high-risk negative MSM and transgender populations of all races and ethnicities in the counties listed in (Section 1.3) high incidence areas of the state. These services are to be provided through the following three required and seven optional components below:

Required Activities (See Section 2.6)

1. HIV Counseling and Testing (a-k)
2. Condom Distribution (a-d)
3. Prevention with Positives (**must do a. and b. and two (2) of the four (4) under c.**)
 - a. Behavioral risk screening with referrals to other social services (e.g., substance abuse, mental health, etc.)
 - b. Linkage to Care
 - c. Pick two (2) of the four (4) activities below:
 - Evidence-based, risk reduction intervention (e.g., CRCS, Healthy Relationships)
 - Peer Programs (e.g., outreach, HERR, clinic-based, navigation)
 - Medication/treatment adherence
 - Retention in or re-engagement in care

Optional Activities (No more than two (2) activities from this category)

1. Evidence-based interventions for high-risk negatives (individual, group, community, structural)
2. Outreach (includes Internet outreach)
3. Community Mobilization
4. Social Marketing
5. Sexual health, HIV/STD Education
6. Locally developed interventions (must have minimal data showing evidence of effectiveness)
7. Integrated Partner Services (i.e., house a CHD DIS in your agency)

2.3 Programmatic Authority

Florida Statue 381.003 gives the Department authority to fund contracts under this RFA. The successful applicant must comply with all applicable federal and state laws, regulations, action transmittals, program instructions, and Centers for Disease Control and Prevention (CDC) guidelines.

2.4 Major Program Goals

The purpose of this program is to:

- Support the development and implementation of effective community-based HIV prevention programs that serve men who have sex with men (MSM) and transgender persons and their partners at risk for acquiring or transmitting HIV.
- Increase the number of MSM and transgender persons who are aware of their HIV status and linked to care, treatment, and prevention services.
- Increase access to HIV medical care and ongoing HIV prevention services for persons who are living with HIV.
- Decrease the annual HIV incidence rate among MSM and transgender.
- Decrease the rate of HIV transmission by HIV-infected persons.

2.5 Client General Description

Based on what we know about the epidemiologic profile of MSM and transgenders with HIV in Florida, clients should include MSM and transgenders of all races/ethnicities, with known HIV infection and/or at high risk of becoming infected.

2.6 Task List

A General

1. Seek to locate program activities in a location that is a culturally and age-appropriate safe space for the target population.
2. During the first 30 days of the contract period, submit and implement the Service Delivery Plan and a calendar of events/activities for the first three (3) months of service for this contract.
3. Submit written updates of the Service Delivery Plan and a calendar to the contract manager or his/her designee for the department each quarter. Service Delivery Plan updates are due by the tenth (10) day of the month, following the end of the quarter.
4. Ensure that services are culturally sensitive and relevant.
5. Implement a recruitment and retention strategy that is known to be effective within the target population. Traditional targeted outreach methods of recruitment and retention (e.g., street outreach) may also be used.
6. Determine the quantity of condoms and HIV/STD literature needed for this contract. Requests for condoms and literature should be directed to the contract manager for the Department. Condoms and literature will be provided by the Department.
7. Evaluate existing literature for suitability for the target population(s). Identify materials needed and submit these materials to the contract manager or his/her designee for review and submission for approval through the HIV/AIDS educational materials review process.
8. Participate in the area community planning process for the term of this contract.

B. Required Activities

1. HIV Counseling and Testing
 - a. Implement and/or coordinate HIV testing in non-healthcare settings to identify undiagnosed HIV infection using multiple strategies and the most current recommendations for HIV counseling and testing.

- b. Support HIV testing activities in venues that MSM and transgender persons with undiagnosed HIV infections frequent.
- c. Ensure the provision of test results, especially to those clients testing positive.
- d. Link those with a new HIV positive diagnosis to the local STD program for Partner Services.
- e. Facilitate voluntary testing for other STDs (e.g., syphilis, gonorrhea, Chlamydia), HBV, and HCV, in conjunction with HIV counseling and testing, including referral and linkage to appropriate services, wherever possible.
- f. Incorporate new testing technologies, where feasible and appropriate.
- g. Promote the recommendation of testing at least twice annually for MSM and transgender persons.
- h. Provide test results to at least 95% of all clients who receive a reactive or positive HIV test result.
- i. Link at least 95% of those clients with a positive test result to local county health department Disease Intervention Specialists (DIS) for HIV/STD Partner Services.
- j. Link at least 75% of those who test positive to prevention services.
- k. Link at least 80% of clients with a positive test result to medical care.

2. Condom Distribution

- a. Conduct condom distribution to target HIV-infected MSM and transgender persons at highest risk of acquiring HIV infection.
- b. Conduct a formative evaluation of current condom distribution patterns in the geographic service area(s), current social norms regarding condom usage, and current social marketing strategies being used to promote condom usage.
- c. Develop a strategic plan that outlines how the agency will: establish new venues for condom distribution targeted for MSM and transgender populations; evaluate condom distribution activities; and risk reduction education. *The plan should include annual activities for a four-year (4) period.* Develop a strategic plan for condom distribution within the first year of the contract.
- d. Annually evaluate and update the strategic plan for condom distribution.

3. Prevention with Positives

- A. Conduct behavioral risk screening followed by risk reduction interventions for HIV-infected persons and HIV-discordant couples at risk of transmitting HIV.
- B. Provide linkage to care, treatment, and prevention services for those persons testing HIV positive or currently living with HIV/AIDS. Increase the proportion of HIV-infected MSM and transgender who are linked to prevention and care services.
 - B1. Offer referral and linkage to other medical and social services such as mental health, substance abuse, housing safety/domestic violence, corrections, legal protections, and other services as needed for HIV-infected persons.
 - B2. Provide Partner Services (PS) for HIV-infected persons and their partners.
 - B3. Identify and link to care through the linkage specialist, HIV-infected individuals who are not in care while conducting outreach to promote the Take Control events.
 - B4. Link HIV-infected MSM and transgender persons to medical providers and case management agencies that will help them navigate the Ryan White and other service delivery systems. If an ARTAS (Antiretroviral Treatment

Access Study) program is provided in the applicant's area, provide detailed information on how HIV-infected clients will be linked to the program.

C. Pick two (2) of the four (4) activities listed below:

1. Deliver and/or implement behavioral and/or structural interventions (including interventions focused on treatment adherence) for HIV-infected persons.
2. Coordinate and implement peer programs that utilize HIV-infected MSM and transgenders.
3. Implement interventions and strategies that promote adherence to antiretroviral medications.
4. Implement interventions and strategies that promote retention and re-engagement in care.

Optional Activities (Pick no more than two (2) from this category)

1. Evidence-based Interventions for High-Risk Negative Persons
 - a. Provide behavioral risk screening followed by individual and group-level evidence-based interventions for HIV-negative MSM and transgender persons at highest risk of acquiring HIV, particularly those in an HIV-serodiscordant relationship.
 - b. Implement community-level evidence-based interventions that reduce HIV risk.
2. Outreach (includes Internet Outreach)
 - a. Conduct face-to-face outreach with high-risk and/or HIV-infected MSM and transgender individuals in their own neighborhoods or venues where they typically congregate to provide HIV related: testing and treatment, health information and education, referrals and linkage to services, and recruitment for other prevention interventions and/or services.
 - b. Conduct (where applicable) Internet outreach (i.e., virtual interaction) with high-risk and/or HIV-infected MSM and transgender persons for the purposes of providing HIV related: health information and education, referrals and linkage to services, recruitment for testing and treatment, and support for reducing risk behaviors.
3. Community Mobilization
 - a. Conduct community mobilization activities that actively involve community members in efforts to raise HIV awareness, build support for and involvement in HIV prevention efforts, motivate individuals and/or businesses to work to end HIV stigma, and encourage HIV risk reduction among family, friends, and other social networks.
4. Social Marketing
 - a. Develop and implement social marketing campaigns targeted to MSM and transgender persons at high risk of acquiring or transmitting HIV infection.
 - b. Promote the use of media technology (e.g., Internet, texting, and web applications) for HIV prevention messaging to the target population.
5. Sexual Health, HIV/STD Education
 - a. Develop and implement educational and informational programs for MSM and transgender persons that address topics such as sexual health, HIV and/or STD education, or any other topic identified by a local needs assessment.
6. Locally-developed Interventions
 - a. Implement locally developed interventions and strategies targeted to MSM and transgender persons with the purpose of reducing HIV/STD risk behaviors, promoting safer sex behaviors through condom use, linking individuals to care,

treatment, and other social services, and/or increasing the number of individuals that know their HIV status through HIV testing.

8. Integrated Partner Services
 - a. Develop and implement an agreement between a county health department and a community-based organization to ensure that a disease intervention specialist (DIS) is readily available to provide partner services and linkages for those found to be HIV infected. This might include having a DIS embedded in the agency or having an on-call type arrangement with the DIS.

Reporting

Successful applicants will report outcome information on a monthly basis in a format determined by the Department. This will include, but is not limited to, demographic information, HIV status of client, number of visits, follow-up of participation in intervention activities and linkage services.

Attendance at Department Initiated Meetings

Successful applicants shall have at least one agency representative participate in a web-based and/or attend a face-to-face meeting in Tallahassee, Florida. Travel expenses to attend this meeting may be included in the provider's annual budget.

2.7 Task Limits

Successful applicants shall not routinely perform any tasks related to the project other than those stated in their contract without the express written consent of the Department. Employees funded 100% through this program shall not perform duties on other agency projects or initiatives on a routine basis.

2.8 Description of Approach to Performing Task

The provider will address all areas of work within the Task List. The provider's technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

Section 1- Community Need and Risk Factors (10 page limit)

- a. The applicant shall describe the geographic area served through their proposed program. Applicants in large counties shall describe specific boundaries within their communities where they will target their efforts.
- b. The applicant shall describe the impact of HIV/AIDS on MSM and transgenders in the community, including the demographic breakdown, and community factors that influence the transmission of the virus.
- c. The applicant shall describe how they intend to recruit from the identified target population for the proposed program.
- d. The applicant shall describe any gaps in services for MSM and transgenders.

Section 2- Applicant's Agency Structure and Strengths (6 page limit)

- a. The applicant shall provide information about the agency, including history, administrative structure, table of organization, mission, vision, goals, and how they relate to the purposes of their proposed program.
- b. The applicant shall identify key personnel who will implement the proposed program, including qualifications, a copy of their resumes, email addresses, and phone numbers. This section shall include information about personnel who can address the target populations identified in Section 2.5 (such as staff who are

- bilingual or reflective of the target population). (*Resumes do not count toward page limits*).
- c. The applicant shall describe their previous experience in providing services to the target population identified in Section 2.5. This shall include services that focus on the goal of reducing HIV acquisition and transmission within the target population.
 - d. The applicant shall identify the process for assuring internal quality assurance, including the typical protocol for handling potential problems in meeting the proposed program requirements.
 - e. The applicant shall describe the plan for orientation and on-going training of staff and volunteers involved in the proposed program implementation.

Section 3- Proposed Activities (30 page limit)

1. The applicant shall describe their plan to accomplish the activities outlined in the task list (Section 2.6).

Section 4- Applicant's Collaborations (4 page limit)

- a. The applicant shall identify existing and planned collaborative efforts with other local public and private agencies, including roles and responsibilities of each collaborative partner.
- b. The applicant shall provide letters of support from agencies indicating their willingness to collaborate on behalf of the proposed program. (*Letters of support do not count toward page limit*).

Section 5- Budget and Budget Narrative (*Does not count toward page limit*)

- a. The applicant shall provide a detailed line-item annual budget that represents allowable, reasonable costs. The budget shall not exceed the maximum grant award of \$175,000. Successful applicants will be eligible to spend the same budget level funds up to four (4) years.
- b. The applicant shall provide a budget narrative for all expenditures detailing how amounts were determined. Note: all expenditures must be necessary, reasonable, allowable, and related to the tasks, services, and activities of the proposed program, as identified in this RFA.
- c. The applicant shall describe the administrative and fiscal infrastructure that will enable them to track and expend funds in accordance with generally accepted accounting practices.

2.9 Staffing Levels

The successful applicant shall include their proposed staffing for programmatic, technical, administrative, and clerical support. The successful applicant shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the successful applicant's staffing levels do not conform to those promised in the application, it shall advise the successful applicant in writing, who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful applicant shall replace any employee whose continued presence would be detrimental to the success of the project. The replacement will have equal or superior qualifications. The Department's determination in this matter will be final and binding on all parties.

2.10 Professional Qualifications

Successful applicants will provide the Department with a table of organization that identifies individual staff persons for all positions funded through this grant. A second table of organization is due to the Department 45 days after the execution of the contract reflecting staff hired to implement the program. Providers will provide updates to the Department as changes in personnel occur. Persons hired to work through this grant should be a representation of the target population or someone familiar and comfortable with the cultural norms and mores of the target population and be accepted by that population. The successful applicant is responsible to ensure that all employees and volunteers receive the DOH-approved security training prior to having access to confidential client information. Project staff must successfully complete the HIV101 training and 500/501, if applicable.

2.11 Staffing Changes

The successful applicant shall staff the project with key personnel whose positions are identified in the applicant's application who are considered by the Department to be essential to this project. Successful applicants shall notify the Department in writing of any vacancy in excess of 15 business days.

2.12 Service Location

The successful applicant must indicate that services will only occur within their proposed counties, communities, or priority populations. In the event that multiple agencies are chosen within the same geographic area, all agencies, during negotiations, will be required to sign a Memorandum of Agreement describing how they will collaborate and avoid duplication of services.

2.13 Service Times

The provider must be able to work nontraditional hours in exceptional locations in order to implement the program. The successful applicant must remain operational and provide reports for the entire contract period, even if the deliverables are met before the contract ending date.

2.14 Changes in Location

The successful applicant shall notify the Department in writing a minimum of one week prior to making changes in location that will affect the Department's ability to contact the successful applicant by mail, telephone, or facsimile.

2.15 Equipment

The successful applicant will be responsible for supplying, at their own expense, all equipment necessary to perform under the contract, including but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies. Applicants must include any consideration for costs associated with the provision of equipment in the budget of this application.

2.16 Reports

Successful applicants shall report on the activities of the program on a monthly basis in a format determined by the Department. The resulting contract requires the delivery of reports to the Department; however, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the

parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time for the successful applicant to remedy the objections noted by the Department. The Department may, after having given the successful applicant a reasonable opportunity to complete, make adequate, or acceptable declare this agreement to be in default.

2.17 Performance Measures

1. Successful applicants will complete a 31-day Client Satisfaction Survey during the month of March of each year. The survey shall include a minimum of 75% of the average number of clients assisted per month.
2. Monthly reports reflecting the activity of the program shall serve as an ongoing evaluation.
3. Successful applicant shall have a formal DOH programmatic evaluation at least one time per year as required by the Department.
4. Invoices submitted monthly shall reflect 100% of contract funds were spent on allowable costs.

2.18 Provider Unique Activities

The successful applicant is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 2.6. By execution of the resulting contract, the successful applicant recognizes its responsibility for the tasks, activities, and deliverables described in the agreement. The successful applicant acknowledges that it is aware of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for them.

2.19 Financial Specifications

The Department of Health administers this program through funding from both state and federal sources. In order to assure the state will fulfill current and future needs, the Department reserves the right to award contracts to multiple applicants and to offer contract awards for less than the amounts requested by applicants as deemed in the best interest of the State of Florida and the Department. The Department reserves the right to reallocate funds to established priority areas, at their discretion, of any awarded funds that may be unobligated and returned by the award recipient under this RFA.

Allowable costs

Allowable costs must be both reasonable and necessary.

Salaries	Based on percentage/time spent working on the MSM and transgender project.
Fringe benefits	FICA/Social Security, health, life insurance, workman’s compensation, etc.
Local travel reimbursement	In accordance with Florida Statutes (Chapter 112, F.S.)
Conference travel	Customary and reasonable costs, in state (Out of state travel is not allowable under this agreement unless explicitly agreed to by the Department.)
Audit	If required by the department
Phone, fax and Internet costs	Prorated based on total agency costs
Postage and delivery	Prorated based on total agency costs

Marketing	Prorated based on total agency costs
Educational materials/training tools	For contract related topics
Office supplies	As related to the contract
Printing	As related to the contract
Furniture/equipment/computer	As related to the contract, electronic equipment less than \$1,000
Equipment rental/maintenance	As related to the contract
Administrative Expenses (maximum 10% of total contract funding)	

At least one of the following defines allowable expenditures: Reference Guide for State Expenditures, Florida Statutes, Florida Administrative Code, OMB Circulars A-110 – General Administrative Requirements, A-133 – Federal Single Audit, A-122 – Cost Principles for Not-for-profits, A-87 – Cost Principles for State and Local Governments, Federal Public Laws, Catalog of Federal Domestic Assistance, and Code of Federal Regulations.

Unallowable Costs

Per Rule 3A-40.103, F.A.C., expenditures from state funds for items listed below are prohibited unless expressly provided by law include but are not limited to:

- Telegrams
- Flowers
- Presentment of plaques for outstanding service
- Decorative items (potted plants, framed artwork, sculpture, etc.)
- Greeting Cards: per Section 286.27, F.S., use of state funds for greeting cards is prohibited

Unless specifically authorized by law, the following items related to professional and occupational licenses are not allowed include but are not limited to:

- Professional license fees
- Occupational license fees
- Drivers license fees
- Examination fees for professional, occupational or other licenses required for a person to perform his or her official duties

Other non-allowable expenditures include but are not limited to:

- Entertainment costs including food, candy, drinks, or decorations
- Deferred payments to employees as fringe benefit packages
- Severance pay and unearned leave
- Capital improvements, alterations, building construction or renovation
- Purchase of vehicles
- Cash awards to employees or ceremony expenditures
- Penalty on borrowed funds or statutory violations or penalty for late/non payment of taxes
- Direct client assistance (monetary)
- Development of major software program
- Personal cellular telephones
- Office parties, entertainment costs
- Meals not in accordance with Section 112.061, F.S.
- Appliances for the personal convenience of the staff including microwave ovens, refrigerators, coffee makers, portable heaters, fans, etc.

- Water coolers, bottled water

The BOHA created the above list solely as a helpful guide and it does not include all unallowable costs. This list does not supersede the federal or state definition of allowable costs. A final decision on allowable costs is based on federal or state laws and guidelines.

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

Submission and Payment of Invoices

Up to a total of \$175,000 (\$175,000 per year) is available per contract per provider funded. Unexpended funds from one year cannot be rolled over into the following year.

The Department shall pay monthly invoices for the successful applicant through a fixed price or cost reimbursement contract. All invoices are due 10 days after the end of the month. A quarterly expenditure report (see sample provided, Attachment 4) must accompany the September, December, March, and June invoices, outlining the total funds expended to date.

The successful applicant will forfeit the funds expended in the final invoice if the invoice is submitted after forty-five (45) days of the contract period. The Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until any or all evaluations, statistical, and financial reports due from the successful applicant and necessary adjustments have been made and approved by the Department.

The successful applicant agrees to refund to the Department any payments made by the Department for unexpended funds or those funds disallowed pursuant to the terms of the resulting contract. Such refunds shall be due within forty-five (45) days from the time the overpayment is discovered.

Payment Reductions: Monthly deliverables will be assigned a dollar value during the negotiation phase and annually thereafter. For any monthly deliverable not met, that assigned dollar value will be withheld. The Department may withhold payment under the contract if the provider fails to perform their contractual obligations.

2.20 Cost Proposal

The successful applicant must submit a proposed budget detailing annual expenditures, including proposed staff names (if current agency employees), positions, salaries and benefits, and other proposed items. The clearly stated, detailed line-item budget must reflect that expenses are appropriately prorated based on the entity's available funding

sources. For example, if another program is headquartered in the same site and receives the same amount of funding, only 50% of the price of an audit should be charged to the MSM and transgender program budget.

2.21 Evaluation of Applications

Epidemiologic data that reflect the need for MSM and transgender services in specific geographic areas, the agency's previous success in reaching the target population, and the score based on the evaluation criteria defined in Attachment I will determine the successful applicants. Evaluators are chosen for their expertise in public health, knowledge of the HIV/AIDS epidemic, and this program.

2.22 Awards

The successful applicants may enter into a contract with the Department of Health. The Department reserves the right to revise proposed plans and negotiate final funding prior to finalizing the contract.

2.23 Cross Reference

In order to assist the scoring team as they rank and score applications, the applicant should provide page numbers in the column on the right of the Rating Sheet and Score Summary. Failure to do so will result in a loss of points in the scoring criteria in Attachment 1.

2.24 Telephone Conference

There will be an optional telephone conference to answer questions regarding the RFA. See the timeline for the date, time, and phone number to call. Questions may be submitted in writing via email to: Towana_Bonnett@doh.state.fl.us, per the instructions provided in the timeline. Applicants are encouraged to write "RFA Question" in the subject line of email communications. Additional questions may be asked during the telephone conference. Prospective applicants may attend, but attendance is not required. This conference call is the only opportunity to present questions related to this RFA or discuss any apparent omission or discrepancy. If a discrepancy is noted, the Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFA.

SECTION 3.0 - SUBMISSION OF APPLICATION

3.1 Instructions for Submitting Application

- Applications must be sent by U.S. mail, courier, or hand-delivered to the location identified in Section 3.3. Faxed or emailed applications will not be accepted.
- One original and three copies of each application must be submitted in a sealed box or envelope and shall be clearly marked on the outside with the application number and the name of the applicant. An electronic copy of the proposal is not required.
- It is the responsibility of the applicant to assure their application is submitted to the correct office and prior to the deadline identified on page 2.
- Applications received after the deadline, are not eligible for review or consideration.
- Applications with budgets that exceed \$175,000 annually are not eligible for review.

3.2 Instructions for Formatting Application

- The cover page on the front of this application (see page 1) is to be completed and used as the cover page for the proposal.
- The proposal (Sections 1 through 4) shall be double-spaced and no more than 50 pages, excluding the following: 1) table of contents; 2) letters of support for this application; 3) budget and budget narrative and; 4) organization or administrative structure/chart and resumes. For applications that exceed the page limit, only the first 50 double-spaced pages will be reviewed and scored.
- Applicants must use Attachment 1 to determine the order that information is presented in the application.
- Pages must be numbered and a one-inch margin used on all pages.
- The font shall be Arial 11.
- One original application and five copies of the application, along with all supporting documents, must be submitted in one packet.
- Materials submitted become the property of the State of Florida and will not be returned. The state reserves the right to use any concepts or ideas contained in the response.

3.3 Where to Send Application

For US Mail (allow ample time for delivery by the deadline):

Florida Department of Health
Towana Bonnett, Strategic Planning Coordinator
Bureau of HIV/AIDS
4052 Bald Cypress Way, Bin A09
Tallahassee, FL 32399-1715

For Overnight Shipping (Physical Address):

Florida Department of Health
Towana Bonnett, Strategic Planning Coordinator
Bureau of HIV/AIDS
2585 Merchants Row Boulevard, Floor 3
Tallahassee, FL 32399-1715

3.4 Subcontractors

Providers submitting applications through this RFA process may not include subcontracts.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Cost of Preparation

Neither the Department nor the State of Florida are liable for any costs incurred by an applicant in responding to the RFA.

4.2 Unauthorized Aliens

NOTICE TO CONTRACTOR: The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

4.3 Minority Participation

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

4.4 E-Verify Requirement

Pursuant to Governor Rick Scott's Executive Order No. 11-116, contract providers must use the E-Verify system to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system during the contract term.

Remainder of the page is blank

Evaluation Team Criteria

RATING SHEET AND SCORE SUMMARY

DEPARTMENT OF HEALTH, Men Who Have Sex with Men (MSM) and Transgender Prevention Program

Prospective applicant's name: _____

County covered by this project: _____

Annual amount requested: _____

1. <u>Community Need and Risk Factors:</u>	_____	60
2. <u>Agency Structure and Strengths:</u>	_____	60
3. <u>Proposed Activities:</u>	_____	90
4. <u>Applicant's Collaboration:</u>	_____	50
5. <u>Budget and Budget Narrative:</u>	_____	40
6. <u>Application Content and Completeness</u>	_____	10
TOTAL POINTS	_____	310

Evaluator's Signature

Date

SCORING CRITERIA

H = High Points – The specific topic or question is answered completely with a great deal of detail. Applicant clearly demonstrates an understanding of the stated question and the response has a high degree of complexity.

M = Medium Points – The specific topic or question is answered but without needed detail or explanation. Applicant demonstrates an understanding of the stated question with a limited degree of complexity.

L = Low Points - The specific or topic is partially answered, leaving some aspects of the question not addressed. The answer provided is unsubstantiated by facts or data and may not directly relate to the question asked.

N = Not Addressed – or response is of poor quality and may be unrealistic.

RATING SECTIONS

SECTION 1

(Scorers box that applies)

<u>Community Need and Risk Factors:</u> Provide information that indicates an understanding of your community's needs and proposed population that will receive HIV/AIDS prevention, counseling and testing, and linkage to care services. *Please provide page number(s) to indicate where to find the requested information.	Points: use only these numbers				*Page #
	H	M	L	N	
	15	10	5	0	
1. How well did the applicant describe the geographic area they will serve and how they will recruit clients?					
2. How well did the applicant describe the impact of HIV/AIDS on MSM and transgender populations in their community?					
3. How well did the applicant describe how they intend to recruit from the identified target population for the proposed program?					
4. How well did the applicant describe any gaps in services for MSM and transgenders?					
MAXIMUM SCORE: 60	Total score for section				

SECTION 2

(Scorers box that applies)

<u>Agency Structure and Strengths:</u> Provide information about the agency structure, employees, and ability to implement the activities outlined in your proposal. *Page number(s) indicate where to find the requested information.	Points: use only these numbers				*Page #
	H	M	L	N	
	12	8	4	0	
1. How well did the applicant provide information about the agency including history, administrative structure, table of organization, mission, vision, goals, and how they related to the purpose of this RFA?					
2. How well did the applicant identify key personnel who will implement the project including qualifications, ability to reach special populations, resumes, email addresses, phone numbers and include dates and previous relevant experience?					
3. How well did the applicant demonstrate previous experience in providing assistance to HIV infected MSM					

and transgender persons and those at high risk of becoming infected with HIV?					
4. How well did the applicant describe the process for assuring internal quality assurance, including a process for handling potential problems?					
5. How well did the applicant describe the plan for orientation and on-going training of staff and volunteers involved in the project implementation?					
MAXIMUM SCORE: 60	Total score for section				

SECTION 3

<u>Proposed Activities:</u> The applicant shall provide detailed information about who, what, where, and how the MSM and transgender program task list deliverables will be met. *Page number(s) indicate where to find the requested information.	Up to 90 points	*Page #
1. How well did the applicant describe how the task list deliverables will be met?		
MAXIMUM SCORE: 90 points	Total score for section	

SECTION 4

(Scorers box that applies)

<u>Applicants Collaboration:</u> The applicant shall provide information on collaboration in their community. *Page number(s) indicate where to find the requested information.	Points: use only these numbers				*Page #
	H	M	L	N	
	25	20	15	0	
1. How well did the applicant identify planned collaborative efforts with other local public and private agencies that address MSM and transgender HIV/AIDS health issues? Did this include the roles and responsibilities of each collaborative partner?					
2. Did the applicant provide letters of support from agencies indicating their willingness to collaborate on behalf of the proposed program?					
MAXIMUM SCORE: 50 points	Total score for section				

SECTION 5

(Scorers box that applies)

<u>Budget and Budget Narrative:</u> The applicant shall provide a detailed line-item budget and budget narrative that gives a breakdown of costs incurred and expended by the proposed project. *Page number(s) indicate where to find the requested information.	Points: use only these numbers		*Page #
	Yes = 10	No = 0	
1. Does the annual budget provide a detailed line-item budget with allowable and reasonable costs? (see Attachment 2)?			
2. Did the applicant provide a detailed budget narrative for all expenditures?			
3. Did the applicant demonstrate the administrative and fiscal infrastructure that will enable them to track and expend funds in accordance with general acceptable accounting practices?			
4. Did the budget exceed the maximum grant award amount?			
MAXIMUM SCORE: 40 Points	Total score for section		

SECTION 6

<u>Application Content and Completeness</u>	Yes = 5 points No = 0 points
1. Was the application complete, signed, and included necessary attachments?	
2. Did the application exceed the page limit?	
MAXIMUM SCORE: 10 Points	Total score for section

Total Maximum Score: 310 Points

Total Points for this application: _____

Sample

ATTACHMENT 2

SAMPLE BUDGET

(SAMPLE) Men Who Have Sex With Men and Transgender BUDGET – EXPENDITURES FOR YEAR 1	AMOUNT
PERSONNEL	
Program Supervisor .15	\$5,000
Linkage Specialist (x2)	\$74,500
Clerical support .50	\$14,000
Fringe	\$31,500
Equipment	\$ 1,000
Incentives	\$ 3,000
Office supplies	\$ 3,000
TOTAL	\$132,000
Administrative costs (10% of total to cover rent, insurance, utilities etc.)	\$13,200
TOTAL	\$145,200

SAMPLE QUARTERLY EXPENDITURE REPORT

Provider Name: _____

DOH contract # _____ CFDA# _____

Financial Report for Primary Prevention Education Activities
For the period of July 1, through June 30

Description of Budget Line Items	Total DOH Cost	Amount Expended 7/1 - 9/30	Amount Expended 10/1 - 12/31	Amount Expended 1/1 - 3/31	Amount Expended 4/1 - 6/30	Balance
Personnel						
Program Supervisor .15	5,000.00	1,745.90				3,254.10
Linkage Specialist (x2)	74,500.00	18,624.25				55,875.75
Clerical Support .50	14,000.00	3,894.22				10,105.78
Fringe	31,500.00	7,528.47				23,971.53
Equipment	1,000.00	220.34				779.66
Incentives	3,000.00	741.82				2,258.18
Office supplies	3,000.00	461.17				2,538.83
SUB-TOTAL	\$132,000.00	33,216.17	0.00	0.00	0.00	\$98,783.83
Administrative costs (10% of total to cover rent, insurance, utilities, etc.)						13,200.00
TOTAL						\$111,983.83

See attached report to support noted expenditures

I, _____, certify that these expenses are true, accurate and directly related to this contract.

Date: _____ Printed name of individual signing: _____

CFDA No.
CSFA No.

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

Client Non-Client
 Multi-County

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (FS)

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

C. To the Following Governing Law

1. State of Florida Law

- 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 s.215.473, F.S. Pursuant to s.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 s. 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 section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. 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 (45CFR 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 business with the State of Florida via the Vendor Website at <https://flivendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
- 5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

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

F. Indemnification

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

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

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

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth

in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

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

3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

V. Electronic Fund Transfer

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

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, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without

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cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

ATTACHMENT 5

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

B. The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT – 1

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

Federal Program 1 _____ CFDA# _____ Title _____ \$ _____
Federal Program 2 _____ CFDA# _____ Title _____ \$ _____
TOTAL FEDERAL AWARDS \$ _____

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

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

Matching resources for federal program(s) _____ CFDA# _____ Title _____ \$ _____
State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ _____

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

EXHIBIT 2**PART I: AUDIT RELATIONSHIP DETERMINATION**

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

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

- ____ Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
 ____ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
 ____ Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

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

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

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

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

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

EXHIBIT 3**INSTRUCTIONS FOR ELECTRONIC SUBMISSION
OF SINGLE AUDIT REPORTS**

Effective April 1, 2011, Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to the Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
- Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@doh.state.fl.us or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3071.

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

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b. Are multiple EINs covered in this report Yes No
 c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

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		--							
		--							
		--							

4. AUDITEE INFORMATION

a. Auditee name:	
b. Auditee address (number and street)	
City	
State	Zip Code
c. Auditee contact	
Name:	
Title:	
d. Auditee contact telephone	
()	-
e. Auditee contact FAX	
()	-
f. Auditee contact E-mail	

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:	
b. Primary auditor address (number and street)	
City	
State	Zip Code
c. Primary auditor contact	
Name:	
Title:	
d. Primary auditor contact telephone	
()	-
e. Primary auditor E-mail	
()	-
f. Audit Firm License Number	

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of OMB Circular A-133 and/or Section 215.97, Fla. Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date ____/____/____
 Date Audit Received From Auditor: ____/____/____
 Name of Certifying Official: _____
(Please print clearly)
 Title of Certifying Official: _____
(Please print clearly)
 Signature of Certifying Official: _____