

**DEPARTMENT OF HEALTH**

Request for Application (RFA)  
RFA#10-011

For

Florida Vocational, Technical and Trade Schools  
Tobacco Free Florida Project

**This Grant Opportunity is not subject to 120.57(3) F.S.**

Issued by:

The Florida Department of Health  
Division of Health Access and Tobacco  
Florida Bureau of Tobacco Prevention Program

School Name \_\_\_\_\_

School Mailing Address \_\_\_\_\_

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

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

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

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

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

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

**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 Department of Health.

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## TIMELINE

SCHEDULED	DUE DATE	LOCATION
RFA Advertise – Release	September 9, 2010	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>  <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form</a>
Questions Submitted in Writing	September 15, 2010	Florida Department of Health Joanna Colburn 4052 Bald Cypress Way, Bin C-23 Tallahassee, FL 32399-1749 Fax: 850-414-7497 Email: Joanna_colburn@doh.state.fl.us
Answers to Questions	September 17, 2010	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>  <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form</a>
Applications Due	September 22, 2010	All applications sent electronically to: joanna_colburn@doh.state.fl.us by 5:00 p.m. (EST)
Anticipated Posting of Award	September 27, 2010	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>  <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form</a>

### SECTION 1.0 INTRODUCTION

#### 1.1 Statement of Purpose

This RFA seeks applications from vocational, technical and trade schools that are licensed by the Florida Department of Education to become a comprehensive tobacco free campus, to add educational information regarding tobacco prevention and cessation to new employee and student orientations, provide the capacity within the school to conduct and sustain tobacco prevention information and cessation counseling, and to conduct tobacco cessation classes on the school campus.

#### 1.2 Available Funding

The Florida Department of Health (Department), Bureau of Tobacco Prevention Program (Program) has an estimated amount of \$400,000.00 that may be awarded to Florida Vocational, Technical and Trade Schools. Each school will only be eligible to receive one award. Only one school per Florida county will be eligible to receive an award.

#### 1.3 Qualified Applicants

Florida vocational, technical and trade schools that are licensed by the Florida Department of Education and have a physical campus in Florida are eligible to apply for funding. Applicants may also not currently be accepting funds, equipment, or endorsements from any tobacco industry.

#### 1.4 Term

The term of the contract resulting from this request for application (RFA) shall be October 1, 2010 through September 30, 2011. The successful applicant may be eligible for one additional year of funding subject to

Department approval, satisfactory performance and the availability of funds.

## **1.5 Definitions**

AHEC - Area Health Education Centers – The five university-based medical schools and 10 service area offices throughout the state that develop and administer programs that provide in-person tobacco cessation, certification for tobacco cessation trainers and health professional training. See web link for more information <http://flahec.org/>.

CDC - The Centers for Disease Control and Prevention

Cessation Services – Services that have been scientifically proven to help tobacco users overcome the physical and psychological aspects of tobacco addiction.

Cessation Counselors -- Individuals who have been trained and certified in tobacco-use cessation using CDC approved or other evidence-based curricula.

Contract/Grant Manager – A Department of Health employee who is trained in the management of state contracts and serves as the primary contact with the applicant.

Department – The Florida Department of Health

Flavored Tobacco – Tobacco products that have flavoring added.

NRT -- “Nicotine Replacement Therapy” are pharmaceutical products (available over the counter) designed and approved to assist tobacco users to overcome their addiction to nicotine.

Program – The Department of Health, Bureau of Tobacco Prevention Program (BTTP)

RFA - Request for Application.

Tobacco-Related Disparities – Differences in patterns, prevention, and treatment of tobacco use. This includes high risk, incidence, disability, death, and burden of tobacco-related illness that exist among specific population groups.

Tobacco Use Prevention – Education, information, policies, regulations, and evidence-based programs aimed at reducing or eliminating tobacco use and exposure to secondhand smoke.

Vocational, Technical or Trade School – Schools licensed by the Florida Department of Education that focus on teaching specific knowledge, skills and abilities for graduates to immediately assume a job in a specialized field.

## **1.6 Notice and Disclaimer**

The Department may provide technical support and assistance to the applicant(s) within the resources of the Department to assist the applicant(s) in meeting the required deliverables. The support and assistance or lack thereof shall not relieve the applicant from the obligation to fully perform the contract requirements.

Grant awards will be determined by the Department based on the score of each application. The Department reserves the right to offer multiple grant awards and to offer grant awards for less than the amounts requested by applicants as it deems is in the best interest of the State of Florida and the Department. Additionally, the Department reserves the right to negotiate budget changes with applicants prior to the offer of a grant award. Applicants may decline the reduced or modified grant award and may request a commensurate modification or reduction in the scope of the work.

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

## **SECTION 2.0 – PROGRAM OVERVIEW**

### **2.1 Background**

Tobacco use is the leading preventable cause of disability and death, in Florida and the United States. Smoking kills more people than alcohol, AIDS, car crashes, illegal drugs, murders, and suicides combined. The list of illnesses caused by tobacco use includes heart disease, stroke, many forms of cancer, and other lung diseases. The tobacco industry spends close to \$1 billion annually in Florida to market its deadly products.

#### **Tobacco Initiation**

Most tobacco users begin as a youth or young adult. Approximately 89 percent of smokers begin before high school graduation and approximately 75 percent of all youth who smoke have parents who smoke. Factors associated with youth tobacco use include: low socioeconomic status, approval of tobacco use by peers or siblings, parents that smoke, and easy accessibility, and availability of tobacco products.

#### **Secondhand Smoke Exposure**

Exposure to secondhand smoke is a primary cause of asthma and other respiratory illnesses. Voluntary tobacco-free policies, regulations or declarations help to protect people who may be involuntarily exposed to secondhand smoke and can also help to reduce tobacco consumption by smokers.

#### **Cessation**

Evidence-based tobacco cessation programs are available by toll-free phone access, by the Internet or by in-person classes. Programs that are evidence-based have been researched and proven to be effective in helping people addicted to nicotine to stop using tobacco products. Research finds that 70 percent of adult smokers want to quit. Smokers may make several attempts before successfully quitting.

### **2.2 Major Application Goals**

The primary goals of this RFA are:

- to prevent initiation of tobacco use among youth and young adults;
- promote tobacco use cessation among youth and young adults; and
- reduce exposure to secondhand tobacco smoke.

School-based programs will promote and support policy and system changes that impact social norms regarding tobacco use and increase use of the Florida Quitline (1-877-U-CAN-NOW), a toll-free telephone cessation service. Policy and school health care system changes are the major components needed to achieve and sustain these goals.

### **2.3 Scope of Service**

This RFA seeks applications from Florida based vocational, technical and trade schools to implement a comprehensive tobacco free program (Tobacco Free School). The school will be provided with funding, technical assistance and guidelines on implementing a tobacco free school.

Florida vocational, technical and trade schools are critical in reaching the 18-24 year old priority population. The school may partner with a health center, college, university, American Lung Association, American Cancer Society, American Heart Association or the AHECs to implement a tobacco free school and to conduct tobacco cessation classes on campus.

**Applications are being sought from Florida based Vocational, Technical and Trade schools for category amounts listed below. Only one school per county with the highest score will be selected. In other words, a category one and category three school in the same county will not be funded.**

1. Category 1-- (Small 100-600 students) funding requests may not exceed \$50,000.00
2. Category 2 -- (Medium 601-1000 students) funding requests may not exceed \$75,000.00
3. Category 3 – (Large 1001 and above students) funding requests may not exceed \$100,000.00

#### **2.4 Programmatic Authority**

Article X, Section 27, Florida Constitution, requires that the Florida Legislature annually fund the Comprehensive Statewide Tobacco Education and Use Prevention Program using tobacco settlement money. The Constitution further requires the program conform to the CDC Best Practices, in order to implement effective population-based interventions and strategies. The 2007 CDC Best Practices initiated a program shift from individualized tobacco prevention activities (individual counseling, classroom presentations etc.) to those that are community based and have the potential to change social norms about tobacco use, including policy change, healthcare system changes, environmental changes and changes in tobacco industry influences.

#### **2.5 Client General Description**

All employees, students and family members of the vocational, technical or trade school are eligible for program services.

#### **2.6 Task List**

The successful applicant shall:

- Within the first 30 days of the contract develop a final Comprehensive Tobacco Prevention Work Plan that includes the activities listed below and a timeline for completing all the activities by the end of the contract period:
  - Hire a new employee or train an existing employee to provide coordination and responsibility for this Tobacco Free Project
  - Become a member of the local Tobacco Free Partnership
  - Promote the Florida Cessation Quitline and Quit Web at – 1-877-U-CAN-NOW
  - Promote tobacco cessation programs on campus and in the community
  - Provide room to hold tobacco cessation classes on campus
  - Include tobacco prevention and cessation information as part of employee and student orientation and wellness programs
  - Provide information and educate employees and students on the dangers of secondhand smoke
  - Educate employees and students on “flavored” tobacco products
  - Inform employees and students of the Federal Food and Drug Administration’s regulatory authority over the tobacco industry
  - Provide a link to the Department Tobacco Free Florida Website from the school web site
  - Provide tobacco prevention, and cessation information in common areas such as cafeterias, libraries, and break rooms.
- Work with Department contracted professional evaluators to capture data to determine the success of the project
- Become and sustain a tobacco-free campus
- Sustain a tobacco free campus and continue tobacco prevention and cessation education going forward after the grant period is completed
- Participate in statewide Tobacco Free Florida media campaigns as requested by the Department
- Promote tobacco national health observances as requested by the Department

#### **2.7 Task Limits**

The applicant shall not perform any tasks related to the project other than those described in Section 2.

#### **2.8 Descriptions of Application Components**

## **A. Background and Need**

Provide information on the background and needs of the school. Be sure to capture the following information:

- Number of students currently enrolled in the school, and number of employees employed by the school
- Estimate of the number of students and employees that currently use tobacco
- Describe current wellness programs or activities offered to students and employees
- Describe the need for funding to address tobacco use prevention at the school
- Describe the strengths and challenges of tobacco prevention and cessation activities, and attitudes and behaviors related to tobacco use prevention and cessation

## **B. Organizational Experience**

- Identify the school's experience related to tobacco or other prevention or wellness activities
- Identify the school's experience related to developing and implementing other campus-based initiatives. Include the name of the project including activities, dates, scope and results
- Include a copy of the school's table of organization and the proposed location of the Tobacco Prevention project will be in the school

## **C. Work Plan**

The applicant shall complete a one year proposed/draft work plan using the template provided. The work plan shall describe the activities that will be accomplished to achieve specific outcomes listed in Section 2 of this RFA. The first deliverable will be a final Department approved work plan and timeline. This final work plan outlining the development and implementation of all activities is required within 30 days of execution of the contract.

## **D. Budget and Narrative**

The applicant shall include a budget for October 1, 2010 through September 30, 2011 on the budget form provided with this RFA. All proposed costs for the project activities described in this RFA are required to be presented in the budget format Attachment B and accompanied by a budget narrative that supports, justifies, and clarifies the various expenses. The costs shall include, but are not limited to: personnel salaries, fringe benefits, travel, office expenses, educational materials, other tobacco prevention expenses and indirect costs as may be approved by the Department contract manager. The use of food and promotional items is limited to no more than 2.5 percent of the total amount of the grant. Indirect costs are limited to no more than 7.5 percent of the total amount of the grant.

**NOTE:** All tobacco prevention and cessation interventions must be compliant with the 2007 CDC's "Best Practices for Comprehensive Tobacco Control Programs."

[http://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/](http://www.cdc.gov/tobacco/stateandcommunity/best_practices/)

## **2.9 Professional Qualification**

The applicant will be responsible for the staff affiliated with the project, assuring they have the education, experience and training necessary to successfully carry out duties required in this RFA. The applicant shall include an organizational chart that details all positions working in or supervising this project. The organizational chart should be sent with the application. The applicant will provide an administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the applicant's staffing is not sufficient to complete the RFA, the Department shall advise the applicant in writing and provide a timeframe to remedy the identified staffing deficiencies.

The applicant shall replace any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications. The Department contract manager will exercise exclusive judgment in this matter.

Any changes in personnel must be approved by the Department contract manager within two weeks of the proposed change. Prior to any changes the applicant shall notify and obtain written approval from the Department contract manager of the proposed substitution. Written justification should include documentation of the circumstances requiring the change. All personnel changes must be equal or superior qualifications. Any substitutions shall be made only after agreement by the Department contract manager.

## **2.10 Equipment and Supplies**

The applicant will be responsible for supplying, at its own expense, telephones, copiers, maintenance and normal office supplies to perform under this RFA.

## **2.11 Invoicing and Payment of Invoice**

All grants resulting from this RFA will be fixed fee/fixed price. The Department shall pay as follows, based upon the receipt of acceptable deliverables:

- a. The invoice and all deliverables required for payment shall be submitted quarterly in electronic format to [joanna\\_colburn@doh.state.fl.us](mailto:joanna_colburn@doh.state.fl.us). Failure to provide deliverables during the reporting period shall lead to a reduction in payment.
- b. The Department contract manager will review the invoices and deliverables within five business days of receipt, in conformity with the provisions of Section II B of the Standard Contract - Attachment D. The Department contract manager reserves the right to ask for additional materials or details to ensure conformity with the provisions of the contract. It also reserves the right to take additional time to review larger, more complex documents submitted.
- c. Advance payments are authorized pursuant to approval of the Chief Financial Officer as provided in Section 216.181(16) Florida Statutes. Instructions for advance payment requests will be incorporated in the contract. Requests for advance payments will be considered on a case-by-case basis.

## **2.12 Program Outcomes (Performance Measures)**

The Department shall develop project performance measures to be incorporated into any contract resulting from this RFA. At a minimum the following will be required:

- Implement and enforce a Comprehensive Tobacco Free Campus policy
- Name of individual(s) responsible for coordination and responsibility of the Tobacco Free project
- Number of county-level Tobacco Free Partnership meetings attended
- Number of students referred to the Florida Cessation Quitline
- Number of employees referred to the Florida Cessation Quitline
- Number of students and employees attending tobacco prevention or cessation classes on campus
- Plan for collecting demographic information from employees and students
- Provide data collection and participate in evaluation activities with Bureau of Tobacco Prevention staff and contracted professional evaluators
- Document the number of tobacco cessation classes held on campus

## **2.13 Provider Unique Activities**

The applicant is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 2.6. By execution of the contract, the applicant acknowledges its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

## **2.14 Financial Specifications**

The Department will provide payment to the successful applicant for allowable costs that are reflected in the proposed budget and approved by the Department.

Limitations on Use of Funds:

- The use of food and promotional items is limited to no more than 2.5 percent of the total amount of the grant. Indirect costs are limited to no more than 7.5 percent of the total amount of the grant.
- The applicant (school) is prohibited from accepting any funds, equipment or sponsorships from any tobacco company, or from using tobacco company developed cessation programs.
- The applicant is prohibited from using any funds made available by this RFA for the

purpose of lobbying pursuant to Section 11.062, F.S. and Section 216.347, F.S. Section 11.045(1) (f), F.S., defines “Lobbying” as influencing or attempting to influence legislative action or non-action through oral or written communication or an attempt to obtain the goodwill of a member or employee of the legislature. “In addition, Section 216.347, F.S., prohibits the use of state funds for the purpose of lobbying the Legislature, the judicial branch or a state agency.

- Funds cannot be used to purchase nicotine replacement therapy.

If an applicant is a state agency or entity, the applicant must comply with all other applicable state and federal laws, rules, policies and procedures.

### **2.15 Application Selection**

Each application response will be evaluated and scored based on the criteria defined in Attachment A. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each application. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. Applications with the highest score per county will be awarded, as funds are available.

The Department reserves the right to award more than one contract resulting from evaluation of responses to this RFA, as well as the right to reject all applications.

The scoring criteria are grouped into four sections, each of which is further defined in this RFA. The following shows the maximum number of points that may be awarded by section, for a total possible score of 100 points

Section 1	Organizational Experience	30 Points
Section 2	Organizational Capacity	20 Points
Section 3	Program Description	10 Points
Section 4	Work Plan	40 Points

### **2.16 Awards**

The applicant will enter into a contractual agreement with the Department as indicated in Section 1.4. The Department reserves the right to revise proposed applications and work plans and to change the funding amount prior to finalizing the award.

## **SECTION 3.0 SUBMISSION OF APPLICATION**

### **3.1 Application Deadline**

All applications must be submitted via email by 09/22/10 at 5:00 p.m. (EST).

### **3.2 Instructions for Submitting Application**

- Only electronic applications received through the Department email system will be accepted for this RFA.
- It is the responsibility of the applicant to assure the application is submitted at the place and time indicated in the Timeline. The official time used in the receipt of applications is the time on the clock used by the Department contact computer email system.
- Applicants should anticipate that the volume of online activity may increase as the application deadline approaches and this may slow upload times. Applicants are encouraged to submit online applications well in advance of the deadline to avoid any delays due to busy servers or other potential internet failures. Your date and time stamp of receipt is based on when the submission is complete, not when the process began.
- No late applications will be accepted, under any circumstances, regardless of the reason(s) for a late submission. Applications uploaded after the date and hour designated are automatically disqualified and will not be considered.

**Do NOT send applications by U.S. Mail, Courier, overnight, or Hand-Delivery.**

To complete the application process:

- Applications should be developed and submitted to the Joanna Colburn by email.

The Department recommends that applications be submitted early and that applicants do not wait until the last day.

**Applications should be submitted to:**  
**Joanna Colburn**  
[joanna\\_colburn@doh.state.fl.us](mailto:joanna_colburn@doh.state.fl.us)

**3.3 Instructions For Formatting Applications**

- The entire text of all documents should be combined into the electronic application and must be in an easily readable format.
- Pages should be single-spaced, numbered, with one-inch margins.
- The font size shall be 11 points, the type shall be Arial.
- All applications must be submitted electronically as specified in Section 3.0.
- The maximum number of pages, excluding attachments, is 15. The file size of all uploaded files must not exceed 3 MB in total.
- Any attachments must be limited to those requested in the online application. Appended material may not be used to circumvent the page limit for the application.
- Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the application.

## **SECTION 4.0 SPECIAL CONDITIONS**

### **4.1 Cost of preparation**

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

### **4.2 Renewal**

The grant resulting from this RFA may be renewed for a period that shall not exceed one year. The renewal shall be in writing and subject to the terms and conditions agreed to between the parties. The renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. The renewal may not include any compensation for costs associated with the renewal.

### **4.3 Unauthorized Aliens**

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

### **4.4 Minority Participation**

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

**Attachment A - Score Sheet**

<b>APPLICATION SECTION 1: School's Description of Organizational Experience</b>	<b>Maximum # of points Awarded is 30</b>
Rate how well the application describes and demonstrates the school's experience related to the provision of tobacco prevention and cessation or similar services.  <b>Maximum number of points available: 30</b>	
<b>SUBTOTAL OF POINTS AWARDED FOR SECTION 1:</b>	

<b>APPLICATION SECTION 2: School's Organizational Capacity</b>	<b>Maximum # of points Awarded is: 30</b>
Rate how well the application demonstrates the school's overall mission as it relates to the Statement of Purpose (Section 1.1) in this RFA.  <b>Maximum number of points available: 5</b>	
Rate how well the application demonstrates the ability of the school to perform the proposed activities.  <b>Maximum number of points available: 10</b>	
Rate how well the proposed staff's qualifications and expertise demonstrate their ability to perform the proposed activities.  <b>Maximum number of points available: 10</b>	
Rate how well the application describes where the project and staff are located within the hierarchy of the school.  <b>Maximum number of points available: 5</b>	
<b>SUBTOTAL OF POINTS AWARDED FOR SECTION 2:</b>	

<b>APPLICATION SECTION 3: Program Description</b>	<b>Maximum # of points Awarded is: 10</b>
Rate how well the application describes the target audiences, including population groups disparately affected by tobacco use and how these target audiences are to be reached.  <b>Maximum number of points available: 10</b>	
<b>SUBTOTAL OF POINTS AWARDED FOR SECTION 3:</b>	

<b>APPLICATION SECTION 4: Draft Work Plan</b>	<b>Maximum # of points Awarded is: 30</b>
Rate how well the application describes a work plan that adheres to CDC's <i>Best Practices</i> and the extent to which it includes the steps to implement the functions included in section 2.6 (Task List)  <b>Maximum number of points available: 20</b>	
Rate how well the application describes a work plan that adheres to CDC's <i>Best Practices</i> and the extent to which it defines objectives, strategies and activities, and identifies the partners and person (s) responsible for completing the project.  <b>Maximum number of points available: 10</b>	
<b>SUBTOTAL OF POINTS AWARDED FOR SECTION 4:</b>	
<b>TOTAL OF POINTS FOR ALL SECTIONS</b>	

**Attachment B**

**Florida Vocational, Technical and Trade School Tobacco Intervention Project**

**Financial Summary Form**

**October 1, 2010 - September 30, 2011**

School Administrator Name: \_\_\_\_\_

School Name: \_\_\_\_\_

County: \_\_\_\_\_

Category	Annual Budget		Qtr 1 Budget		Qtr 2 Budget	Qtr 3 Budget	Qtr 4 Budget
	Key Staff Select Y/N	Percent Effort					
Personnel (salary)							
Staff							
<b>Total Salaries</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Personnel</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Expenses</b>							
Contractual Services (List ALL contractual services and provide justification)							
Contractual Services Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
Promotional Items (limited to 2.5% of total)							
Promotional Items Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
Food (limited to 2.5% of total)							
Food Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
Travel (Provide copies of your travel authorization)							
Travel Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
Office Expenses							

Other Program Expenses Subtotal	\$0	\$0	\$0	\$0	\$0
Other Program Expenses (List expenses and provide a justification)					
Other Expenses Subtotal	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Amount</b>	\$0	\$0	\$0	\$0	\$0

### Budget Justification

*Justify each entry by describing how it is related to the project. List all key personnel by name and role/responsibility. Itemize all expenses categories. Where appropriate, include details that show how the estimated cost was calculated. Use additional rows or sheets as necessary.*

**Personnel/Fringe**

**Professional**

**Administrative**

**Contractual Services**

**Promotional Items**

**Food**

**Travel**

**Office Expenses**

**Other Expenses**

## Attachment C

### Work Plan Template

#### Florida Vocational, Technical and Trade Schools Tobacco Free Florida Project

School Name \_\_\_\_\_

School Mailing Address \_\_\_\_\_

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

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

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

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

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

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

The school must agree to adhere to the 2007 CDC Best Practices and evidence-based interventions.  
[http://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/](http://www.cdc.gov/tobacco/stateandcommunity/best_practices/)

#### A. Background and Need

Provide information on the background and needs of the school. Be sure to capture the following information:

- Number of students currently enrolled in the school, and number of employees employed by the school
- Determine the funding to be requested based on school category and activities
- Estimate of the number of students and employees that currently use tobacco
- Describe current wellness programs or activities offered to students and employees
- Describe the need for funding to address tobacco use prevention at the school

#### B. Major Application Goals

The primary goals of this project are:

- to prevent initiation of tobacco use among youth and young adults;
- promote tobacco use cessation among youth and young adults; and
- reduce exposure to secondhand tobacco smoke.

What activities will the school conduct to help accomplish the goals listed above?

#### C. Task List

The school shall achieve the following deliverables:

**Deliverable 1:** Within the first 30 days of the contract execution the school must develop a final Comprehensive Tobacco Prevention Work Plan to be approved by the Department. The work plan must include the activities listed below and a timeline for completing all the activities by the end of the contract period:

- Hire a new employee or assign an existing employee to provide coordination and responsibility for this Tobacco Free Project
- Become a member of the local Tobacco Free Partnership
- Promote the Florida Cessation Quitline and Quit Web at – 1-877-U-CAN-NOW
- Promote tobacco cessation programs on campus and in the community
- Provide room to hold tobacco cessation classes on campus

- Include tobacco prevention and cessation information as part of employee and student orientation and wellness programs
- Provide information and educate employees and students on the dangers of secondhand smoke
- Educate employees and students on “flavored” tobacco products
- Inform employees and students of the Federal Food and Drug Administration’s regulatory authority over the tobacco industry
- Provide a link to the Department Tobacco Free Florida Website from the school web site
- Provide tobacco prevention, and cessation information in common areas such as cafeterias, libraries, and break rooms.
- Work with Department contracted professional evaluators to capture data to determine the success of the project
- Become and sustain a tobacco-free campus
- Sustain a tobacco free campus and continue tobacco prevention and cessation education going forward after the grant period is completed
- Participate in statewide Tobacco Free Florida media campaigns as requested by the Department
- Promote tobacco national health observances as requested by the Department

**D. Program Outcomes (Performance Measures)**

The following minimum performance measures are required:

- Implement and enforce a Comprehensive Tobacco Free Campus policy
- Name of individual(s) responsible for coordination and responsibility of the Tobacco Free project
- Number of county-level Tobacco Free Partnership meetings attended
- Number of students referred to the Florida Cessation Quitline
- Number of employees referred to the Florida Cessation Quitline
- Number of students and employees attending tobacco prevention and cessation classes on campus
- Plan for collecting demographic information from employees and students
- Provide data collection and participate in evaluation activities with Bureau of Tobacco Prevention staff and contracted professional evaluators
- Document the number of tobacco cessation classes held on campus

**Deliverable 2:** Progress Report on task list deliverables included in the approved work plan and evidence of the completion or progress towards the performance measures.

**Deliverable 3:** Progress Report on task list deliverables included in the approved work plan and evidence of the completion or progress towards the performance measures.

**Deliverable 4:** Final Report on task list deliverables included in the approved work plan and evidence of the completion of the performance measures.

**E. Budget and Narrative**

The applicant shall include a budget for October 1, 2010 through September 30, 2011 on the budget form provided. All proposed costs for project activities are required to be presented in the budget format Attachment B and accompanied by a budget narrative that supports, justifies, and clarifies the various expenses

**F. Payment of Invoices**

The Department shall pay based upon the receipt of acceptable deliverables. The invoice will be submitted quarterly on the school’s letterhead and include the budget summary Attachment B. All deliverables required for payment including the invoice shall be submitted in electronic format by e-mail to [Joanna\\_colburn@doh.state.fl.us](mailto:Joanna_colburn@doh.state.fl.us). Failure to provide deliverables during the reporting period shall lead to a deduction in payment.

## Attachment D

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

**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.**

##### 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 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.**
- c. **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.**
- d. **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.**
- e. **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.**
- f. **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).**

##### 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 procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

#### **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.

#### **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.

## 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 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 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.

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

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

DRAFT