

TITLE PAGE

Invitation to Negotiate

For

Media Services

ITN DOH10-042

Media Services

Issued by:

Florida Department of Health

Vendor Name_____

Vendor Mailing Address_____

City/State/Zip_____

Area Code/Telephone Number_____

Email Address_____

Federal Employer Identification Number (FEID) _____

Authorized Signature (Manual) _____

Authorized Signature (Typed) and Title _____

TABLE OF CONTENTS

TITLE PAGE	1
TABLE OF CONTENTS	2
TIMELINE	6
1.0 GENERAL INSTRUCTIONS TO RESPONDENTS – PUR 1001.....	7
2.0 GENERAL TERMS AND CONDITIONS – PUR 1000.....	7
3.0 INTRODUCTORY MATERIALS.....	7
3.2 TERM.....	8
3.3 DEFINITIONS	8
4.0 TECHNICAL SPECIFICATIONS	10
4.1 SCOPE OF SERVICE.....	10
4.2 PROGRAMMATIC AUTHORITY	10
4.3 MAJOR PROGRAM GOALS.....	11
4.4 CLIENT GENERAL DESCRIPTION.....	11
4.7 TASK LIST	11
4.10 STAFFING LEVELS.....	13
4.11 PROFESSIONAL QUALIFICATIONS	14
4.12 STAFFING CHANGES.....	14
4.13 REFERENCES.....	14

4.14 SERVICE DELIVERY LOCATION.....	14
4.15 SERVICE TIMES.....	14
4.16 CHANGES IN LOCATION.....	15
4.17 EQUIPMENT.....	15
4.18 SERVICE UNITS.....	15
4.19 REPORTS.....	15
4.20 RECORDS AND DOCUMENTATION	16
4. 21 OUTCOMES AND OUTPUTS (PERFORMANCE MEASURES)	16
4.22 PROVIDER UNIQUE ACTIVITIES.....	16
4.23 COORDINATION WITH OTHER ENTITIES	17
4.24 DEPARTMENT OBLIGATIONS.....	17
4.25 DEPARTMENT DETERMINATIONS.....	17
4.26 FINANCIAL SPECIFICATIONS.....	17
4.27 COST /BUDGET PROPOSAL.....	17
4.28 DOCUMENTATION.....	18
4.29 RESPONSIVE AND RESPONSIBLE	18
4.30 EVALUATION OF PROPOSAL	18
4.31 DESCRIPTION OF APPROACH TO PERFORMING TASK	19
4.32 DESCRIPTION OF STAFFING AND ORGANIZATIONAL CAPACITY	19
4.33 COST REFERENCE TABLE	19

5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS	20
5.1 INSTRUCTIONS FOR SUBMITTING PROPOSALS.....	20
5.2 INSTRUCTIONS FOR FORMATTING PROPOSALS.....	20
5.3 PUBLIC RECORDS AND TRADE SECRETS	21
5.4 RESPONDENTS INQUIRIES.....	21
5.5 SPECIAL ACCOMMODATIONS.....	22
5.6 SUBCONTRACTOR.....	22
5.7 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS - PARTICIPATION	23
6.0 SPECIAL CONDITIONS	23
6.1 COST OF PREPARATION.....	23
6.2 VENDOR REGISTRATION	23
6.3 IDENTICAL TIE PROPOSALS	24
6.4 RENEWAL	24
6.5 VERBAL INSTRUCTIONS PROCEDURE	24
6.6 ADDENDA.....	24
6.7 UNAUTHORIZED ALIENS	24
6.8 CERTIFICATION OF AUTHORITY.....	24
6.9 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS – PARTICIPATION	ERROR! BOOKMARK NOT DEFINED.
6.10 STANDARD CONTRACT/DIRECT ORDER	25
6.11 LICENSES, PERMITS, AND TAXES.....	25

6.12 CONFLICT OF INTEREST.....	25
6.13 TERMINATION	25
6.14 CONFLICT OF LAW AND CONTROLLING PROVISIONS	25
ATTACHMENT I - Evaluation Team Criteria	26
ATTACHMENT II REFERENCE FORM	29
ATTACHMENT III.....	30
REQUIRED CERTIFICATIONS	30
ATTACHMENT IV– Master Media Plan	32
ATTACHMENT V - STANDARD CONTRACT	33
ATTACHMENT VI.....	40
DIRECT ORDER TERMS AND CONDITIONS.....	40
ATTACHMENT VII- FINANCIAL AND COMPLIANCE AUDIT	42
ATTACHMENT VIII - Certification Regarding Lobbying	49
ATTACHMENT IX DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES	50

TIMELINE

EVENT	DUE DATE	LOCATION
ITN Advertised	December 16, 2010	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Prior to 5:00 PM EST December 27, 2010	Submit to: Florida Department of Health Purchasing – Maureen Livings , Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1185 E-mail:Maureen_livings@doh.state.fl.us
Answers to Questions	December 30, 2010	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	Shall be received PRIOR to: 2:30 PM EST January 18, 2011	Florida Department of Health Purchasing – Maureen Livings Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Evaluation of Proposals	January, 20, 2011	Individual Evaluation of proposals – Note: any Evaluation Team Meetings will be publicly noticed.
Evaluation Team Meeting	TBD	
Anticipated Posting of Intent to Negotiate	January 26, 2011	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Negotiations	January 31, 2011	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Contract Award	February 11, 2011	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu

1.0 GENERAL INSTRUCTIONS TO RESPONDENTS – PUR 1001

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health. <http://dms.myflorida.com/content/download/2934/11780>

2.0 GENERAL TERMS AND CONDITIONS – PUR 1000

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health. <http://dms.myflorida.com/content/download/2933/11777>

3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Negotiate (ITN) is to obtain proposals from advertising agencies for the promotion of the Orange County Health Department ALL IN Project campaign, and may include media buys across all traditional and new media outlets including: television, radio, print, outdoor, transit, internet and social media. The Department prefers agencies that have knowledge and experience in public health media campaigns, but this will not be considered a requirement.

The goal of the campaign is to increase public awareness, support policy change and compliance with smoke-free environments in order to help improve the quality of life of residents of Central Florida. In addition, the campaign will aim to reduce tobacco use, second-hand and third-hand smoke exposure, and youth initiation to tobacco use. Finally, to promote smoking cessation services and the Florida Quitline; that will generate a 20% increase in the Florida Quitline call volume.

The ALL IN Project has up to \$1,300,000.00 available to fund this ITN. The respondent must be able to show experience in placing media in each outlet at levels similar to or greater than those required by this ITN. The Department seeks a respondent with significant experience in media buying, a strong knowledge of Central Florida's media markets and demonstratable skill in maximizing funds.

(1.) In order to avoid any delay, the selected respondent must be able to initiate services immediately upon execution of the contract with the Department. The selected respondent must demonstrate a plan to assure that commercial messages provide adequate exposure among the selected markets such as Orange County residents ages 18 and up across all outlets in Spanish and English language and youth between the ages of 13 -17 for the purposes of all social media in English.

3.2 Term

The initial term of the contract resulting from this ITN shall be from the date of execution of the contract through December 31, 2011. The resulting contract may be renewed contingent upon availability of funds under the CPPW grant or other identified sources. The payment terms of any contract resulting from this ITN shall be paid upon completion of the deliverables contemplated by this Invitation to Negotiate. Payments from the State of Florida shall not commence until the contract resulting from this ITN is executed.

3.3 Definitions

1. **Affidavit** - Document certifying broadcast of billed commercials.
2. **Cost per Point (CPP)** - The cost of reaching one percent (one rating point) of a targeted demographic segment during a specific period of time.
3. **Communities Putting Prevention to Work (CPPW)** – Community based tobacco use prevention and cessation services that will include culturally sensitive education aimed to increase non-smoking areas, policy changes and the use of resources such as the Quit-Line in the Orange County area.
4. **Daily Effective Circulation (DEC)** - It is a measurement of the audience (18 years old and over) that has the opportunity to view the advertising message each day.
5. **Department** - The Florida Department of Health.
6. **Demographics or demo** - Factors that define a group of people such as sex, territorial distribution, age, income, occupation, education, presence of children, and other characteristics of human populations. The type of media vehicle and programming chosen for a marketing campaign is based in part on the demographics of the target audience.
7. **Flight dates** - Dates the spots will run.
8. **Flight Schedule** - Times and dates spots will run on a week by week basis.
9. **Format** - In radio description of the overall content of the radio station.
10. **Frequency** - The number of times a person, household, or member of a target audience is exposed to the media schedule within a specific period of time. A frequency of 4 or higher is preferred.
11. **Make Good Report** – Report that summarizes total number of commercial/ spot(s) given to the advertiser without cost either to make up for undelivered spots due to programming shift, human error or to make up for preempted spots.
12. **Media Plan** - A schedule showing details of the media vehicles to be used during the campaign. These details include dates, markets, size of ad space or length of commercials.

- 13. Media Schedule** - A specific schedule showing the broadcast dates, markets, time of day, and size of ad space or length of commercials for each media vehicle to be used during a marketing campaign.
- 14. Media Vehicle** - A specific newspaper, magazine, television program, outdoor advertising location, edition of Yellow Pages, etc., that can be employed to carry advertisements or commercials.
- 15. Nielsen Rating** - An audience measurement system to determine the audience size and composition of television programming in the United States.
- 16. Outdoor** - Exterior signage, billboards, bus shelters, bus wrap-a-rounds, jumbotrons, etc.
- 17. Rating** - The percentage of the total potential audience exposed to a specific media vehicle.
- 18. Rating Point** - Equivalent to one percent of a targeted demographic segment.
- 19. Reach** - The number of people or households exposed to the media vehicle or schedule during a specific period of time.
- 20. Scarborough Research™** - Measures the lifestyles, shopping pattern, media behaviors, and demographics of American consumers locally, regionally, and nationally. Scarborough consumer insights are used by marketers and media professionals to develop successful programs that maximize return on marketing and sales investments.
- 21. Secondhand Smoke** - Secondhand smoke is a mixture of gases and fine particles that includes smoke from a burning cigarette, cigar, or pipe tip or smoke that has been exhaled or breathed out by the person or people smoking.
- 22. Showing** - Total number of impressions delivered by a media schedule expressed as a percentage of a market population. Used for outdoor media.
- 23. Spot** - A "radio spot" or a "TV spot" (also called a commercial or ad) produced for broadcast. Radio spots are typically 60 or 30 seconds and TV spots are typically 30 seconds in length.
- 24. Social Media** - Social media are primarily Internet and mobile-based tools for sharing and discussing information among individuals. The term most often refers to activities that integrate technology, telecommunications and social interaction, and the construction of words, pictures, videos and audio.
- 25. Target Audience/Market** - The particular segment of a total population that the campaign focuses on or targets. A target audience can be people of a certain age group, gender, marital status, etc. Target audience, target market and target demographic are used interchangeably.
- 26. Target Demographic** - The age and characteristic make-up (such as income, education, etc.) of the audience or group targeted by a media campaign.
- 27. Target Rating Points (TRP)** - The sum of all individual ratings of all elements in an advertising schedule. It represents the percentage of the target audience reached by an

advertisement. It is expressed in terms of the rating of a specific media vehicle or the sum of all the ratings of the vehicles included in a media schedule.

28. Tear Sheet - Page clipped from a newspaper or magazine and sent to the advertiser as proof of advertisement.

29. Third Hand Smoke - Third-hand smoke is tobacco smoke contamination that remains after the cigarette has been extinguished.

30. Transit Advertising - Signage advertised through the public transportation system or traffic authority. Signage can include interior and exterior bus signage, signage in and around the commuter environment and bus shelters.

31. Value Added Opportunity - is any benefit a media outlet can provide its advertisers that goes beyond simply running space at rate-card prices that may include premium-position charges, rate protection, bonus remnants, enhanced-frequency discounts and circulation up grades, etc, and free promotions that cost far beyond what could be afforded through merchandising credits alone.

4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

The Respondent should develop a marketing campaign plan that is consistent with the purpose stated in Section 3.1 with a target demographic of English and Spanish speaking residents of Orange County, ages 18 and up; and youth between the ages of 13 – 17 to develop messages addressing youth initiation of tobacco use. The successful respondent must demonstrate in their proposal how they would maximize available funds to include obtaining funds through airtime and inventory, obtaining the lowest possible unit price per spot and placement, and reaching the target audience by purchasing ad space in products and programming which rate highly among the target audience.

The Department reserves the right to make use of any pre-produced creative material obtained through other sources for the duration of the campaign and reserves ownership rights of said material.

4.2 Programmatic Authority

Authority for this funding is offered by the Department of Health and Human Services through the CPPW Grant (1U58DP002610-01) and administered by the Orange County Health Department, Office of Community Health – ALL IN Project.
<http://www.cdc.gov/CommunitiesPuttingPreventiontoWork/about/index.htm>

The successful Respondent must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation under which the program operates and is administered.

4.3 Major Program Goals

The ALL IN Project seeks to improve the quality of life for Central Floridians through the implementation of a media campaign to increase public awareness, support and to provide education on policy systems and environmental changes to increase the number of comprehensive tobacco free environments. The campaign also seeks to educate the community on the public health repercussions of tobacco use, second-hand and third-hand smoke exposure, and youth initiation into tobacco use. Efforts are two-fold: A. 20% of those exposed to the campaign believe that creating smoke free environments for Floridians is important. B. Increase Florida's Tobacco Quitline volume in Orange County Florida by 20%.

4.4 Client General Description

The successful respondent will provide media services to the following targeted groups within Orange County:

- (1) Ages 18 and up across all outlets in Spanish and English language.
- (2) Youth between the ages of 13 -17 for the purposes of all social media in English language.

4.5 Client Eligibility

Media Services shall be available to all residents in Orange County based upon the availability of funds.

4.6 Client Determination

Clients served under this ITN are those described in Section 4.4 of this ITN.

4.7 Task List

The successful respondent shall at a minimum, but not limited to, perform the tasks listed below for the ALL IN project:

1. **Production of creative material** - Produce material that supports the goals of the ALL IN project Marketing Campaign as identified in section 4.1 Statement of Purpose, and Section 4.3 Program Goals.
 - a. All creative production for any and all outlets must adhere to and contain the US Department of Health and Human Services, Communities Putting Preventions to Work attribution guidelines,
 - b. Editing services may be required in any pre-produced creative material for the purpose of altering tag lines.
 - c. Creative should be delivered to the Department's ALL IN staff in the following formats as appropriate: VHS, beta, DVD, WMV, MPG, MPG4, Photo Shop, In Design.

- d. Talent featured in creative should reflect ethnic, age and gender diversity to include Caucasian, Hispanic and African American individuals.

The Department reserves the right to provide to the respondent pre-produced material for use at any point during this campaign.

The Department must give full approval of all creative produced immediately after compilation of production and before placement in any outlet.

The Department requires that all material produced be market tested.

The Department must approve all talent used for creative (on camera, voice over, photographs, as applicable).

The Department owns lifetime rights to all creative produced for this campaign. The Department reserves the right to use any and all creative produced for this campaign and make use of it for all other marketing purposes.

2. Media Buy

Present the ALL IN project staff with a 9 -10 month media plan reflecting specific placement in all outlets to include suggested creative materials, day parts, frequency, audience reach, demographics, timeline, media type, stations.

The Media Plan should include the following:

- a. Campaign strategy in narrative form for the media plan to successfully reach the target audiences as described in this ITN. Include specific programming used that is planned to effectively reach the target audience.
- b. Provide proposed media master plan that demonstrates an overall effective media buying plan in terms of reaching the target audiences.
- c. Provide a proposed media budget that includes a timeline and production cost. Explain in detail the strategy for the proposed budget.
- d. Provide a description of any value added opportunities such as production services, remotes, banner advertising, calendar of events mentions, bonus/matching spots, rotators, audio mentions, and public service announcements.
- e. Offer for test market strategy that includes budget, timeline and audience demographic.
- f. Offer of social media which will include primarily Internet and mobile-based tools for sharing and discussing information among individuals. Additionally, it should integrate technology, telecommunications and social interaction, and the construction of words, pictures, videos and audio.

The Respondent will be responsible for all distribution, shipping and duplication costs.

3. Deliverables

The successful respondent shall submit at a minimum but not limited to:

- a. Media plan that include proposed outlets with timelines and audience demographic,

- b. Media Budget
- c. Monthly Activity Status Report of all media activities performed
- d. Make good reports
- e. Final Summary Report shall include but not limited to the following:
 - i. Summary of project execution, outcomes and performance.
 - ii. Lessons learned.

The respondent will be responsible for all distribution, shipping and duplication costs.

4.8 Additional Tasks

Any activities, tasks, products or materials that would be reasonably necessary in order for the selected respondent to perform in accordance with the Scope of Services and Tasks sections of this ITN are not considered Additional Services.

However, if the Department requests the selected respondent to perform Additional Services ("Additional Task"), the Department shall submit a written request to the respondent for implementing the Additional Services ("Task Request"). Additional Services include only services that are within the Scope of Services and Task Sections of this ITN. An Additional Task must be based on (1) changes in the Assumptions pre-determined by the parties or (2) changes in law; and (3) for which the selected respondent can demonstrate the cost were actually incurred, or reasonably anticipate incurring the related to the Additional Task.

4.9 Task Limits

The successful respondent shall not perform any tasks related to the project other than those described in Section 4.7 without the express written consent of the Department.

4.10 Staffing Levels

Each respondent shall include their proposed staffing for technical, administrative, and clerical support. The successful respondent 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 respondent's staffing levels do not conform to those promised in the proposal, it shall advise the successful respondent in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful respondent shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's contract manager will exercise exclusive judgment in this matter. The successful respondent will maintain sufficient staff to deliver the agreed upon services.

4.11 Professional Qualifications

Every employee of the Provider shall maintain all professional licenses, certifications, and/or experience as required by Federal, State and Local Laws, all Rules and Regulations, and DOH Policies

4.12 Staffing Changes

The successful respondent shall notify the contract manager, in writing, within thirty days, of any staff changes.

The successful respondent shall staff the agency with key personnel identified in its proposal who are considered by the Department to be essential to the resulting contract from this ITN. Prior to substituting any of the proposed individuals the successful respondent shall notify and obtain written approval from the Department. This written justification should include a description of the circumstances requiring the changes and a list of the proposed substitution individuals. The description must be detailed enough to permit the Department to evaluate how substituting the respondent's personnel will impact the project. The description must be detailed enough to permit the Department to evaluate how substituting the respondent's personnel will impact the project.

The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with Department staff.

4.13 References

Respondents are required to submit with their response, three (3) references that have received services similar to those requested in this solicitation. Vendors shall use Attachment II, Reference Form of this ITN to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation evaluation in order to make a fitness determination. The Department's reference determination is not subject to review or challenge. Listing the Department or Department employees as a reference is prohibited.

4.14 Service Delivery Location

Service locations shall be determined by the Department in conjunction with the successful respondent.

4.15 Service Times

The service times for the service locations shall be determined by the Department in conjunction with the Provider.

4.16 Changes in Location

The successful respondent 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 respondent by telephone or facsimile.

4.17 Equipment

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

4.18 Service Units

Units of services may be defined by a monthly rate for services provided.

4.19 Reports

Where the resulting contract requires the delivery of reports to the department, 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 where the successful respondent may remedy the objections noted by the department. The Department may, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable its response, and declare this agreement to be in default.

The successful respondent shall submit to the OCHD contract manager at a minimum the following reports:

Title	Due Date
Media Plan	the 15 th day after beginning of contract
Monthly Invoice	the 15 th of each month
Monthly Activity Status Report	the 15 th of each month with Invoice
Make Good Report	the 15 th of each month with Invoice
Final Summary Report	With Final Invoice

In the development of the contract the successful respondent may be requested to submit additional reports.

4.20 Records and Documentation

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

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The successful respondent agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful respondent further agrees to hold the Department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful respondent of confidential records whether public record or not and promises to defend the Department against the same at its expense.

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

4.21 Outcomes and Outputs (Performance Measures)

Performance measures include at a minimum but not limited to the following:

- a. 100% of the tasks list
- b. Post-buy evaluation that reports a minimum of 90% of the rating points were delivered
- c. Affidavits for all media markets
- d. List of value added opportunities
- e. Generate 20% increase in the Florida Quitline for Orange County

4.22 Provider Unique Activities

The successful respondent is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 4.7. By execution of the resulting contract the successful respondent recognizes its singular responsibility for the tasks, activities, and deliverables

described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

4.23 Coordination with other entities

The respondent shall cooperate and coordinate efforts with the Department, and any other entities which may be engaged by the Department to participate with coordination and implementation of the activities outlined.

4.24 Department Obligations

The Department may provide technical support and assistance to the successful proposer within the resources of the Department to assist the successful proposer in meeting the required tasks in Section 4.8 Task List. The support and assistance, or lack thereof shall not relieve the provider from full performance of contract requirements.

4.25 Department Determinations

The Department reserves the exclusive right to make determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

4.26 Financial Specifications

Funding Source

This project is funded by Department of Health and Human Services through the CPPW Grant (1U58DP002610-01) (See link below) and administered by the Orange County Health Department, Office of Community Health – ALL IN Project.
<http://www.cdc.gov/CommunitiesPuttingPreventiontoWork/about/index.htm>

Invoicing and Payment of Invoice:

The contract resulting from this ITN will be a fixed price (unit cost) contract, based on the availability of funds. The successful respondent shall request reimbursement on a monthly basis through submission of a properly completed Department's invoice within 10 days following the end of the month for which reimbursement is being requested.

4.26 Cost /Budget Proposal

Each respondent must submit a cost/budget proposal containing a detailed line-item budget that includes all costs associated with the implementation of the services as described in this ITN. For each of the twelve month period of the contract and the three possible renewal years, prices are required for all services described in this ITN. Respondents should be particularly diligent in assuring cost components match the ITN requirements. Cost/Budget proposals will be scored as they are submitted.

Narrative explanations for each line-item must also be submitted to justify costs.

4.27 Documentation

Submit the following documentation, including but not limited to:

- Title Page
- **Attachment III**- Required Certifications
- Media plan (using format shown in **Attachment IV** for television and radio)
- Budget for the campaign
- Response to Scope of Service (Section 4.1) and Task List (Section 4.7).
- Strategy narrative including timeline
- Reference Form (**Attachment __II__**)

4.28 Responsive and Responsible

The Bidder shall complete and submit the following mandatory information or documentations as a part of the response. Any response in which this information is not used or are improperly executed may be considered non-responsive and the response may be subject to rejection.

- Cost Proposal
- Media Plan
- Reference Letters
- Two examples of marketing campaigns facilitated, and how you were able to maximize funds.

4.29 Evaluation of Proposal

Each response will be evaluated and scored based on the criteria defined in Attachment I. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded. The department reserves the right to short list respondents deemed to be in the competitive range to conduct negotiations prior to final determination of contract award. The department reserves the right to enter into concurrent negotiations with more than one respondent. When the department enters into concurrent negotiations with more than one respondent, the contract award is determined as a result of those negotiations.

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

Technical Requirements

- Demonstrated experience with the development and implementation of Public Health related media campaigns
- Knowledge of Orange County, Florida demographics

4.30 Description of Approach to Performing Task

The proposal shall include a section to provide insight into the respondent's approach to providing the services as specified in this solicitation. The respondent will address all areas of work within the Task List. The respondent's technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

Media Buying Experience

1. Provide two examples of marketing campaigns facilitated. Describe the results of the campaign.
2. Provide two examples of media buying services conducted by you that demonstrate skills in maximizing funds, specifically through matching funds.

The Campaign

1. Describe your strategy for the media plan to successfully reach the target audiences as described in the ITN. Include specific programming used that is planned to effectively reach each target audience.
2. Provide a proposed media budget and explain the budget strategy.
3. Include any value added opportunities such as remotes, banner advertising, matching spots, etc.
4. Demonstrate the plan to maximize available funds, by methods including obtaining matching funds through airtime, to obtain the lowest possible price per point, and the highest possible total number of points.

4.31 Description of Staffing and Organizational Capacity

The respondent's proposal must include:

1. A description of the staff who will provide the service, their qualifications, resumes and their number; and,
2. A table of organization;
3. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
4. Description of similar projects to the one proposed in the ITN;

4.32 Cost Reference Table

In order to assist the respondent(s) in the development of a responsive proposal and to facilitate proposal evaluation by the DOH, the respondent(s) is required to provide a table, which cross references the contents of the offer with the following sections of the ITN. There is no specified or standard format for this table; however the following sample is provided as a suggestion.

ITN Section	Subject	Proposal Page
	Title Page	
3.1 & 4.1	Statement of Purpose and Scope of Service	
4.28	Documentation	
4.31	Description of Approach to Performing Tasks	
4.32	Description of Staffing and Organizational Capacity	

5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

These “Special Instructions” shall take precedence over form PUR 1001 unless the conflicting term in PUR 1001 is statutorily required, in which case the term contained in the form PUR 1001 shall take precedence.

5.1 Instructions for Submitting Proposals

- Proposals may be sent via U.S. Mail, Overnight, Courier, or Hand-Delivered to the location as identified in the Timeline. Electronic submission of proposals will not be accepted for this solicitation. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- Proposals must be submitted in a sealed envelope/package. Clearly marked with the proposal number and the date and time of opening (as identified in the Timeline) on the outside of the envelope/package. The Department is not responsible for any improperly marked envelopes/packages.
- The Department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the respondent to assure their proposal is submitted at the proper place and time indicated in the Timeline.
- **Late proposals/offers will not be accepted.**

5.2 Instructions For Formatting Proposals

- Respondents are required to complete, sign, and return the “Title Page” with their proposals.
- The proposal should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) references and 5) other support materials.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the respondent but must be at least as large as the font type you are currently reading (Arial 11).

- One (1) original proposal, five (5) copies of the proposal, and one electronic copy of the proposal on either CD or disk. The electronic copy should contain the entire proposal/offers as submitted, including all supporting and signed documents.

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 response.

5.3 Public Records and Trade Secrets

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

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

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

5.4 Respondents Inquiries

These instructions take precedence over General Instruction #5 in PUR1001.

During the active competitive solicitation process, communications are restricted to those submitted, in writing, during the period identified in the ITN Timeline. Therefore, questions related to this ITN must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Inquiries submitted after the period specified in the Timeline, however, will not be addressed.

Answers to questions submitted in accordance with the ITN Timeline and/or during a pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health
Attention: Maureen Livings—Purchasing, Suite 310
4052 Bald Cypress Way, Bin B-07
Tallahassee, FL 32399-1749
Fax: 850-412-1185
Email: Maureen_livings@doh.state.fl.us

However, note that pursuant to s. 287.057(23):

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

5.5 Special Accommodations

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

5.6 Subcontractor

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

The successful bidder shall provide a monthly Subcontract Report **Attachment IX** summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the DOH Contract Manager of the Department of Health. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

The Department reserves the right to allow/disallow the successful respondent to subcontract the services described

5.7 Minority and Service-Disabled Veteran Business - Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders 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 MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

6.0 SPECIAL CONDITIONS

These "Special Conditions" shall take precedence over form PUR 1000 unless the conflicting term in PUR 1000 is statutorily required, in which case the term contained in the form PUR 1000 shall take precedence.

6.1 Cost of Preparation

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

6.2 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, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

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

6.3 Identical Tie Proposals

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.4 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal year for the current (*Media Campaign as described in Section 4.7 of this ITN*) shall be submitted with the proposal for evaluation by the Department and shall not exceed 5% of the original proposed price. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6.5 Verbal Instructions Procedure

The respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Health's Purchasing Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from respondents in writing are recognized as duly authorized expressions on behalf of the respondent.

6.6 Addenda

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

6.7 Unauthorized Aliens

The employment of unauthorized aliens by any respondent is considered a violation of section 274A(e) of the Immigration and Nationality Act, , 8 U.S.C. § 1324(a) (2006). A respondent who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of this resulting contract.

6.8 Certification of Authority

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

6.9 Standard Contract/Direct Order

Each respondent shall review and become familiar with the department's Standard Contract and/or Direct order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/direct order terms and conditions are Attachment _V_. Acknowledge acceptance on Required Certifications, Attachment II

6.10 Licenses, Permits, and Taxes

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

6.11 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the department for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a respondent who responds to a request for information from being eligible to contract with a department." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, Attachment II.

6.12 Termination

This Request for Proposals Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Health Standard Contract, Attachment V, Section III B or Direct Order Terms and Conditions, Attachment VI.

6.13 Conflict of Law and Controlling Provisions

Any contract resulting from this ITN, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

ATTACHMENT I - EVALUATION TEAM CRITERIA

This evaluation sheet will be used by the Evaluation Team to assign scores to all proposals that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

Point Value (Unless otherwise indicated, zero is lowest possible and the number indicated in this column is the highest possible)

Points Awarded (Total number of points given by the evaluator)

Section 1 – Scope of Service

Section	Evaluation Criteria	Maximum Point Value	Points Awarded
4.1, 4.4, 4.19, 4.27, 4.29	How well did the respondent demonstrate understanding of the Scope of Service?	0-10	
	How well does the respondent explain how task will be performed?	0-10	
	How well did the two examples describe the marketing campaign development, implementation and results?	0-5	
	How well did the two examples provided by the respondent demonstrate their skills in maximizing funds, specifically through matching funds?	0-5	
	How well did the respondent's narrative describe their strategy for the media plan to successfully reach the target audience as described in this ITN?	0-15	
	How well does the respondent's master media plan (Attachment III) demonstrate the manner in which it will effectively reach the target audience?	0-20	
	<i>Total Points for Section 1</i>	65	

Evaluator Name: _____ Respondent Name: _____

Section 2 – Cost/Organization Capability

Section	Evaluation Criteria	Maximum Point Value	Points Awarded
4.16	How well did the respondent describe a proposed budget for the campaign and explanation for the budget strategy or allocations?	0-10	
	How well does the media plan offer enough weekly rating points?	0-20	
	How well does the proposed outdoor buy strategy reach the target audiences in the targeted areas as requested in the ITN?	0-15	
	How well does the print plan offer value to the Department and reach the African American, Hispanic populations?	0-10	
	How well does the transit advertising portion of the campaign offer value to the Department?	0-15	
	How well does the proposal offer value added opportunities that will increase the reach and effectiveness of the campaign?	0-10	
	How well did the respondent demonstrate the plan to maximize available funds, by methods including obtaining matching or bonus spots?	0-20	
	Total Points for Section 2	100	

Section 3 – Qualifications and Experience

Section	Evaluation Criteria	Maximum Point Value	Points Awarded
4.27	How well did the respondent display adequate qualifications through the descriptions of key personnel who will be responsible for the implementation of the contract that may result from this ITN?	0-5	
	How well does the respondent describe the agency's ability to meet the staffing levels and provide these types of services?	0-5	
	Total Points for Section 3	10	

Evaluator Name: _____ Respondent Name: _____

Proposal Scoring Summary

Points Per Section	Maximum Point Value	Points Awarded
Total Points Awarded for Section 1	65	
Total Points Awarded for Section 2	100	
Total Points Awarded for Section 3	10	
Total Points for All Sections	175	

Evaluator Name: _____ Respondent Name: _____

**ATTACHMENT II
REFERENCE FORM
DOH- 10-042**

Respondent's Name: _____

Respondents are required to submit with their response, three (3) references that have received services similar to those requested in this solicitation. Vendors shall use Attachment II, Reference Form of this ITN to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation evaluation in order to make a fitness determination. The Department's reference determination is not subject to review or challenge. Listing the Department or Department employees as a reference is prohibited.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

ATTACHMENT III

REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process(if applicable) including those contained in the attached Standard Contract/Direct order. (Attachment V & Attachment VI). **

Signature of Authorized Official

Date

STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

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

Signature of Authorized Official

Date

*An authorized official is an officer of the vendor's organization who has legal authority to bind the organization to the provisions of the proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by other than the President, Chairman or owner.

** The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.

ATTACHMENT IV– MASTER MEDIA PLAN

Market								
Demo								
Flight Dates								
Number of Weeks								
Station	:30 Paid Spots	:30 Bonus Spots	:15 Bonus Spots	Total Spots	TRP	CPP	Reach %	Frequency
Total Market Budget \$								
TRP								

*** NOTE:** All media plans must be submitted in the format above
Add rows as needed
Submit one table for each market and a summary table to show statewide totals

ATTACHMENT V - STANDARD CONTRACTCFDA 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 any way connected herewith, the

10/08

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 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:

_____ Do not complete
 _____ For informational purposes only

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

_____ Do not complete
 _____ For informational purposes only

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

_____ Do not complete
 _____ For informational purposes only

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

_____ Do not complete
 _____ For informational purposes only

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: DO NOT COMPLETE

SIGNATURE:

PRINT/TYPE NAME: FOR INFORMATIONAL PURPOSES ONLY

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

ATTACHMENT VI
DIRECT ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace direct order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The DOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the DOH's determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This direct order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement 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 of funds.

Unless the provider's breach is waived by the department in writing, the department may, by written notice to the provider, terminate this direct order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. 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 constructed to be a modification of the terms of this agreement. The provisions herein do not limit the departments right to remedies at law or to damages.

12. The terms of this Direct order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Direct order shall govern.

ATTACHMENT VII- 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 at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

- 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 at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

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 at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

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.

- ☐ Recipient who is exempt from Section 215.97, F.S. (public university, community college, district school board, branch of state government, charter schools)
☐ Subrecipient who is exempt from OMB Circular A-133 (for-profit organization)

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 691-5.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

NOTE: Recipients/Subrecipients who are exempt from the audit requirements set forth in OMB Circular A-133 and Section 215.97, Fla. Stat., are not required to have a Single Audit. However, the exempt organization must comply with all compliance requirements set forth within the contract or award document.

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards 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.

ATTACHMENT VIII - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of authorized individual

Application or Contract Number

Name of organization

Address of organization

ATTACHMENT IX

DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES
REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: JANICE BROWN, MBE
COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY,
STE. 310, TALLAHASSEE, FL. 32399-1734

1. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

CPPW ATTRIBUTION GUIDANCE for MATERIALS DEVELOPED BY COMMUNITIES

Campaign Materials

Use attribution language below on CPPW-funded campaign materials such as booklets, brochures, ads, banners, flyers, posters, signage, web pages, podcasts, TV/radio paid media or PSA. See below for conference support language. Does not replace own logo or tagline.

Print Language

Made possible by funding from the Department of Health and Human Services.

Spoken Language:

Brought to you by the Department of Health and Human Services.....(and)

Placement

- Booklets, brochures – front or back cover
- Fact sheets – bottom of front/first page
- Ads, banners, flyers, posters, signs, web pages – centered at bottom
- Video (podcast, TV earned or PSA)– voice over and centered at bottom of closing screen
- Audio (podcast, radio earned and PSA) – voice over

Notes

- Separate guidance will be given for the National Media Campaign materials.
- Placement may vary with material type and design.
- Based on long-standing precedence at CDC, NCCDPHP, other federal agencies.
- Logos and clearance are not required for these documents.
- CDC to provide CPPW and/or ARRA logo if requested – logos to be placed adjacent to text.
- Cooperative agreement number is not required on CPPW campaign materials.
- Language should be added to, and not substituted for, a recognized initiative brand/logo/name.
- Language should be added to all hard-copy and electronic documents.

Logo Use

ARRA and/or CPPW logos are not required on materials; however, if you plan to use the logos, more information on color and sizing can be found here:

http://www.epa.gov/oqd/forms/Recovery_emblem_guide_v1%5B1%5D.pdf.

Conference Support

Logo Use: If you would like to use CDC, HHS, or CPPW logos on conference materials, please request written permission from your project officer. Use of HHS and CPPW logos for conferences must receive final approval from the Office of the Assistant Secretary for Public Affairs (OASPA).

Attribution: Use this language for conference materials

Funding for this conference was made possible [in part] by FOA CDC-RFA-DP09-912ARRA09 from the Centers for Disease Control and Prevention (CDC) . The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.