



Scott Harris, M.D., M.P.H.
STATE HEALTH OFFICER

August 14, 2024

All Alabama Public Water Systems:

The Oral Health Office at the Alabama Department of Public Health is excited to announce the application acceptance period for the 2025 Fluoridation Grant Opportunity. The grant will be competitive, and those awarded have the opportunity to receive up to \$25,000 each to be used to initiate, expand, or update the practice of Community Water Fluoridation (CWF). The Request for Proposal is attached within this packet which details the required activities to apply for the grant. This is a wonderful opportunity for your water system to initiate CWF, purchase new equipment, or upgrade any existing equipment to continue CWF.

If you have any questions or concerns regarding this opportunity, please call or email Mallory Rigsby. Please remember the deadline for application submissions is Friday, September 20, 2024. We look forward to reviewing your applications.

Sincerely,

Tommy Johnson, D.M.D.
State Dental Director, Oral Health
Bureau of Family Health Services
Alabama Department of Public Health
201 Monroe Street, Suite 1370
Montgomery, AL 36104
Phone: 334-206-5398
Tommy.Johnson@adph.state.al.us

Mallory Rigsby
State Fluoridation Coordinator, Oral Health
Bureau of Family Health Services
Alabama Department of Public Health
201 Monroe Street, Suite 1374D
Montgomery, AL 36104
Phone: 334-206-2978
Mallory.Rigsby@adph.state.al.us

**ALABAMA DEPARTMENT OF PUBLIC HEALTH
FAMILY HEALTH SERVICES**

**REQUEST FOR PROPOSALS (RFP)
FOR
2025 FLUORIDATION GRANT OPPORTUNITY**

AUGUST 14, 2024

OVERVIEW AND PURPOSE

The Alabama Department of Public Health (ADPH) is offering fluoridation grants to eligible Alabama non-profit public water systems who wish to initiate, update, or expand community water fluoridation.

ELIGIBLE APPLICANTS

To qualify for funding, water systems must submit a grant application based on established guidelines. To qualify, systems must:

- Be a non-profit public water system.
- Be able to enter into a grant agreement with ADPH.
- Be approved to fluoridate by the Alabama Department of Environmental Management (ADEM).
- Provide a letter of support from the local water authority and ADEM.

FUNDING AVAILABLE

Funding for this grant will be provided by federal dollars from the ADPH Oral Health Office, Bureau of Family Health Services for funding period October 1, 2024 through September 30, 2025. The ADPH will offer up to \$100,000 to fund the grants, and the maximum award per water system will be \$25,000. Grantees are obligated to cover any additional cost exceeding the maximum award amount of \$25,000. Costs incurred will be on a reimbursable basis, and no reimbursements will be made prior to October 1, 2024. These funds are to be used to start a new fluoridation program, resume a previously discontinued program, or continue/expand an existing fluoridation program. These grants will be awarded on a competitive basis. The awardee will enter into a grant agreement with ADPH. All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices. ***Please note that water systems who wish to initiate fluoridation will receive extra points in the scoring process.**

PROJECT DESCRIPTION

Fluoridation has been identified as the most feasible and cost-effective method of delivering fluoride to all members of a community, regardless of age, education, or income. The Centers for Disease Control and Prevention (CDC) estimates that for every \$1 invested in community water fluoridation, up to \$20 in dental care can be saved. The CDC has also identified fluoridation as one of the Ten Great Public Health Achievements of the 20th Century.

Scientists in the United States and other countries have studied the safety and benefits of fluoridated water for over 75 years, and found no convincing evidence to link water fluoridation to any potential unwanted health effect. In Alabama, approximately 74 percent of communities provide water fluoridation at optimal levels. Increasing that percentage will

improve the quality of life and reduce overall healthcare costs for additional Alabama citizens.

Funding for this grant will be provided by federal dollars from the ADPH Oral Health Office, Bureau of Family Health Services for funding period October 1, 2024 through September 30, 2025.

This RFP seeks the following outcomes:

- To issue grant funds to those public water systems wishing to initiate, update, or expand the basic public health practice of community water fluoridation.
- To increase dental preventive measures and improve overall health and well-being.

SCOPE OF WORK OR REQUIRED ACTIVITIES

Upon receiving an award, grantees will be required to complete the following activities:

1. In a timely manner, provide all requested information to complete and fully execute an ADPH Grant document.
2. Purchase equipment, supplies, and services needed to initiate, update, or expand fluoridation.
3. Install equipment and initiate new fluoridation activity according to project timeline and deliverables identified in Grant document.
4. Provide copies of all paid invoices for reimbursement to the ADPH State Fluoridation Coordinator by deadline identified in the Grant document (Preferred before October 1, 2025).
5. Participate in site visits by ADPH staff.
6. Notify ADEM and ADPH of fluoridation start date.
7. Submit monthly operating reports (MORs) to the ADPH State Fluoridation Coordinator.
8. Agree to continue fluoridating for a minimum of 5 years.

Grantees will:

- Submit paid invoices for reimbursement by required deadline, October 20, 2025.
- Provide Monthly Operational Reports (MORs) for inclusion in CDC's Water Fluoridation Reporting System (WFRS).
- Accept routine site visits by ADPH staff.
- Provide progress reports and/or other documents as requested by the ADPH State Fluoridation Coordinator.

CONTRACT TERMS AND CONDITIONS

A pro forma grant agreement is attached. If awarded, the applicant agrees to meet all State of Alabama required clauses in the agreement.

BUDGET

Funds can be used for purchasing:

- New equipment to replace, initiate, or expand a current fluoridation program.
- Engineering services needed to begin fluoridation.
- Modifications to existing water system equipment.
- Equipment for daily testing of fluoride levels.
- Safety equipment for fluoride handling.

Funds CANNOT be used for purchasing:

- Office equipment
- To match other federal funds
- New building construction
- Personnel salaries

*A sample budget template has been provided.

PROPOSAL FORMAT

On your company's letterhead, please provide the following information in the order listed:

1. A detailed description of the need for the new or additional equipment and supplies (10 points)
2. An itemized budget including equipment, supplies (including fluoride chemicals), installation, engineering, and other required cost estimates to initiate, update, or expand fluoridation (10 points)
3. A plan for implementing or expanding a fluoridation program, including a project timeline and sustainability plan (10 points)
4. Letters of support from local water authority and ADEM (10 points)
5. Documentation of previous (within past 12 months) grant application that was submitted but not approved (e.g. letter from funding agency, copy of grant application, etc.) (10 points)
6. Evaluation of population served (priority will be given to highest population served) (10 points)
7. Additional points awarded to systems looking to add fluoride to a new well or plant (10 points)
8. Additional points awarded to systems looking to initiate and install New Wave Tablet Feeder System (10 points)
9. Additional points awarded to systems which have no previous history of fluoridation (20 points)

PROPOSAL SUBMISSION

Applications must be received by 5:00 PM CST on Friday September 20, 2024. All applications received after this date will not be accepted. Applications must be submitted either electronically or by U.S mail to State Fluoridation Coordinator Mallory Rigsby:

Mallory.Rigsby@adph.state.al.us

Mallory Rigsby
State Water Fluoridation Coordinator
Alabama Department of Public Health
Oral Health Office
RSA Tower, Suite 1350
201 Monroe St.
Montgomery, AL 36104

Discussions may be conducted with respondents who submit proposals determined to be reasonably sufficient for being selected for award, but proposals may be accepted without such discussions. If additional information or discussions are needed with any respondents, the respondent(s) will be notified.

PROPOSAL EVALUATION

The ADPH Family Health Services Office of Oral Health staff will evaluate all proposals based on the following criteria and grading scale:

1. A detailed description of the need for the new or additional equipment and supplies (10 points)
2. An itemized budget including equipment, supplies (including fluoride chemicals), installation, engineering, and other required cost estimates to initiate, update, or expand fluoridation (10 points)
3. A plan for implementing or expanding a fluoridation program, including a project timeline and sustainability plan (10 points)
4. Letters of support from local water authority and ADEM (10 points)
5. Documentation of previous (within past 12 months) grant application that was submitted but not approved (e.g. letter from funding agency, copy of grant application, etc.) (10 points)
6. Evaluation of population served (priority will be given to highest population served) (10 points)
7. Additional points awarded to systems looking to add fluoride to a new well or plant (10 points)
8. Additional points awarded to systems looking to initiate and install New Wave Tablet Feeder System (10 points)
9. Additional points awarded to systems which have no previous history of fluoridation (20 points)

Award will go to the proposal that conforms to the solicitation and is the most advantageous to the State, taking into consideration price and evaluation factors.

CONTACT INFORMATION AND TECHNICAL ASSISTANCE

Should technical assistance regarding this RFP be needed, please contact:

Mallory Rigsby
State Water Fluoridation Coordinator
Alabama Department of Public Health
Oral Health Office
RSA Tower, Suite 1350
201 Monroe St.
Montgomery, AL 36104

Mallory.Rigsby@adph.state.al.us

334-206-2978

Example Water Services, Inc. 2025 Fluoridation Grant
October 1, 2024 - September 30, 2025

EXAMPLE PROJECT BUDGET

Salary:

Item 1:

Item 2:

Total Salary	\$	-
Justification of Salary:		

Fringe:

Item 1:

Item 2:

Total Fringe	\$	-
Justification of Fringe:		

Consultant Costs:

Item 1:

Item 2:

Total Consultant Costs	\$	-
Justification of Consultant:		

Travel Costs:

Item 1:

Item 2:

Total Travel Costs	\$	-
Justification of Travel:		

Equipment Costs:

Item 1: Equipment A & Installation

-

Item 2:

Total Equipment Costs	\$	-
Justification of Equipment:	for the purpose of (ex: initiating fluoride, monitoring fluoride, updating tanks, updating well #1, etc.)	

Supplies:

Item 1:

Item 2:

Total Supplies	\$	-
Justification of Supplies:		

Other Costs:

Item 1:

Item 2:

Total Other Costs	\$	-
Justification of Other Costs:		

Total of Direct Costs	\$	-
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Total Indirect Costs (calculated on Salary only)	10%	\$
		-

**** OR ****

Total Indirect Costs (calculated on Salary and Fringe)	0%	\$
		-
<small>NOTE: Only use one type of % Calc</small>		

Justification of Indirect:	Must attach a federally negotiated indirect cost rate agreement to the budget, if one exists. If one does not exist, the entity can use 10% but must submit a letter acknowledging the rate. If a rate lower than the federally negotiated rate is used, submit the agreement and a letter waiving the agreed upon rate.	
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Total of Direct and Indirect Costs:

-

Total Amount of Funds Requested

from this Program:

\$

-

Justification if Different:	If the total direct and indirect cost is different from the requested amount, please provide a justification.	
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**GRANT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
(PROVIDER NAME – ALL CAPS AND BOLD)**

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter the “**Department**,” and **(Provider Name – Bold)**, hereinafter “**Sub-Recipient**,” is effective **(Begin Date – Bold)**, and terminates **(End Date – Bold)**.

WHEREAS, the purposes of this Grant are to **(Insert GENERAL “Overview” of the purpose of this Grant)**.

WHEREAS, funding for activities performed under this Grant was provided by the Department, **(Bureau or County Name)** through a cooperative agreement with the **(Federal Grantee)**, being Grant number **(Grant Number, and Name of Grant)**, for budget period **(Budget Period)**.

The program was authorized through the following Acts: **(Acts through which the program was authorized)** .

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

- (1..... Insert specific tasks for the Department to complete use as many bullets/numbers as needed)**
- (2.....)**
- (3.....)**

The Sub-Recipient shall:

- (1..... Insert specific tasks for the Sub-Recipient to complete)**
- (2.....)**
- (3.....)**

Under no circumstances shall the maximum amount payable under this Grant exceed \$ **(Max Amount do not exceed)** for the Grant period.

FEDERAL DISCLOSURES CLAUSE. The Grant must meet the Federal requirements for pass-through entities in 2 C.F.R. § 200.332 which require the Department to notify Sub-Recipient of the following:

- a. This Grant constitutes a subaward. The identification information required to be provided under the subaward is enumerated in 2 C.F.R. § 200.332(a)(1). Required information includes the following:

- (1) Sub-Recipient's name (which must match the name associated with its unique entity identifier);
(a). Insert response here.
 - (2) Sub-Recipient's unique entity identifier (UEI);
(a). Insert response here.
 - (3) Federal Award Identification Number (FAIN);
(a). Insert response here.
 - (4) Federal Award Date (defined in 2 C.F.R. § 200.1 as the date when the Federal award is signed by the authorized official of the Federal awarding agency) of award to the Department by the Federal agency;
(a). Insert response here.
 - (5) Subaward Period of Performance Start and End Date;
(a). Insert response here.
 - (6) Subaward Budget Period Start and End Date;
(a). Insert response here.
 - (7) Amount of Federal Funds Obligated by this action by the Department to the Sub-Recipient;
(a). Insert response here.
 - (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the Department including the current financial obligation;
(a). Insert response here.
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the Department;
(a). Insert response here.
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
(a). Insert response here.
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
(a). Insert response here.
 - (12) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
(a). Insert response here.
 - (13) Identification of whether the award is research and development;
(a). Insert response here.
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 C.F.R. § 200.414.
(a). Insert response here.
- b. All requirements imposed by the Department on Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award, as set forth below:
- (1) Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.

- c. Any additional requirements the Department imposes on Sub-Recipient in order for the Department to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, as set forth below:
 - (1)...Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- d. An approved federally recognized indirect cost rate negotiated between Sub-Recipient and the Federal Government, or, if no such rate exists, either a rate negotiated between the Department and Sub-Recipient (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate, as defined in 2 C.F.R. § 200.414(f), as set forth below:
 - (1)
- e. Sub-Recipient must permit the Department, including the Office of Program Integrity, and auditors access to Sub-Recipient's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200;
- f. Additional terms and conditions concerning closeout of the subaward, as set forth below:
 - (1)...Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- g. Sub-Recipient's use of the subaward will be monitored by the Department for compliance with the conditions of the award, Federal law and regulations, and for achievement of performance goals. As part of its compliance monitoring, the Department must:
 - (1) Review financial and performance reports required by the Department;
 - (2) Follow up and ensure that Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, onsite reviews, and other means;
 - (3) Issue a management decision for audit findings pertaining to the subaward, as required by 2 C.F.R. § 200.521;
 - (4) ...Insert any additional monitoring requirements, using as many bullets/numbers as needed. Compliance monitoring may include conduction of onsite visits and requests for documents.
- h. Any additional specific subaward conditions imposed on Sub-Recipient by the Department, as described in 2 C.F.R. § 200.208, and as set forth herein, including, if applicable, the reasons for imposition of such conditions and any actions required by Sub-Recipient for their removal:
 - (1)...Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- i. Sub-Recipient's failure to comply with the requirements of 2 C.F.R. Part 200 may result in the imposition of additional special conditions by the Department, as provided under 2 C.F.R. § 200.208, or additional remedies for non-compliance, as provided under 2 C.F.R. § 200.339.
- j. Whether the subaward is for research and development. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of

knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

(1)...State whether the subaward is for research and development.

The Department must also notify Sub-Recipient of the requirement to adhere to the Federal property standards in 2 C.F.R. Part 200 for any equipment purchased with subaward funding, including the standards in 2 C.F.R. § 200.313 for the use of all such equipment.

Insert the following clause when equipment will be purchased by Sub-Recipient with subaward funding: EQUIPMENT USE AND PROCUREMENT CLAUSE. The Sub-Recipient shall adhere to the requirements of 2 C.F.R. § 200.313 for the use of all equipment purchased by Sub-Recipient with subaward funding, to include the following:

- a. Use all equipment purchased with subaward funding for the project's authorized purposes and in accordance with state laws and procedures;
- b. Not encumber or dispose of the property without the written approval of the Department and the Federal awarding agency. Disposition of any equipment will be made in accordance with instructions provided by the Federal awarding agency;
- c. Maintain property records that include a description of the property, a serial number, or other identification number, the source of funding, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project cost, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property;
- d. Physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
- e. Adequate safeguards to protect against loss, damage or theft of the property and investigation of any lost, damaged or stolen property;
- f. Develop procedures to ensure program staff forward invoices for equipment purchases of \$500 or more to Sub-Recipient's employee in charge of maintaining records for equipment inventory tracking;
- g. Recognize that title to materials and supplies, including computing devices, will vest in Sub-Recipient upon acquisition, subject to the requirements of 2 C.F.R. § 200.314 for compensation to the Federal awarding agency for residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or

terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Sub-Recipient is entering into this agreement for a federal health care program, Sub-Recipient agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Sub-Recipient acknowledges that all invoices or other demands for payment must be received by the Department by (Invoice Closeout Date). Invoices or demands for payment received after that date cannot be paid and are forfeited.

ANTI-DISCRIMINATION CLAUSE. Sub-Recipient will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Recipient shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by providing thirty (30) days written notice to Sub-Recipient should the Governor of Alabama declare proration of the fund from which payment under this Grant is to be made. This termination for cause is supplemental to other rights the Department may have under this Grant or otherwise to terminate this Grant.

TERMINATION CLAUSE. This Grant may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Grant may be amended only by mutual agreement in writing, signed by Department and Sub-Recipient, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Sub-Recipient agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Grant which in any manner affect performance under this Grant. Sub-Recipient agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted,

or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Grant shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Grant contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Grant that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Grant is intended to be severable. If any term or provision of this Grant is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Grant.

HEADINGS CLAUSE. Headings in this Grant are for convenient reference only and shall not be used to interpret or construe the provisions of this Grant.

DO NOT WORK CLAUSE. Sub-Recipient acknowledges and understands that this Grant is not effective until it has received all requisite State government approvals and Sub-Recipient shall not begin performing work under this Grant until notified to do so by the Department. Sub-Recipient is entitled to no compensation for work performed prior to the effective date of this Grant.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Grant, upon the issuance of a Declaration of Financial Necessity by the State

Health Officer, this Grant may be canceled immediately upon notice of such cancellation being given in writing to the Sub-Recipient. Notwithstanding such cancellation, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Grant notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Grant may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Sub-Recipient. Notwithstanding such reduction, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article X1, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Grant, be enacted, then that conflicting provision in the Grant shall be deemed null and void. The Sub-Recipient's sole remedy for the settlement of any and all disputes arising under the terms of this Grant shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Sub-Recipient certifies that it will comply with the requirements of the Act. The Sub-Recipient further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Sub-Recipients shall certify accordingly.

LOBBYING CLAUSE. 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 employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal Grant, 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 employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant, contract, 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 Section 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 ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Grantee or Sub-Recipient herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48

CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Sub-Recipient is aware that it must retain all records pertinent to expenditure incurred under this Grant for a period of three (3) years after the termination of all activities funded under this Grant. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration

of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

AUDIT REQUIREMENTS. A non-Federal Sub-Recipient that expends \$750,000 in federal awards or more during the Sub-Recipient's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

Use the following clause when the Federal Grant comes from CDC. If the Federal funding comes from an agency other than CDC or the FAPIIS clause in the Notice of Award includes disclosures in addition to those provided below, contact ADPH Legal for further instruction before proceeding.

REQUIRED DISCLOSURES FOR FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS). Consistent with 45 C.F.R. 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Name, Grants Management Specialist
Centers for Disease Control and Prevention
Address
Email: _____ (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. 75.371. Remedies for noncompliance include suspension or debarment (See 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 C.F.R. 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 C.F.R. 75.373(b)).

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Grant documents which cannot be resolved by interpretation, this document controls.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Sub-Recipient:
(Provider Name)

Alabama Department of Public Health
This Grant has been reviewed as to content

Signed: _____
(Owner or Authorized Representative)

Signed: _____
(Bureau Director/District Administrator)

Date: _____

Date: _____

Address:
(Company Address)
(Second Address Line)
(City, State, Zip)

APPROVED:
Alabama Department of Public Health

Telephone: (Telephone Number)
Fax: (Fax Number)

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

Sub-Recipient please type or print your
email address: (Email address)

Date: _____

Social Security or FEIN:
(SS# or FEIN#)

Unique Entity Identifier (UEI)
Number: