

# CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

Division/CHD/Office:	Community Health Promotion/Bureau of Tobacco Free Florida
Provider Name:	Martin County Board of County Commissioners
Contract Number:	COTKA
Original Contract Amount:	\$841,965.00
Total Contract Amount (executed actions):	
Original Contract Start Date:	7/01/2021
Contract End Date (executed actions):	

## **DESCRIPTION OF CONTRACTUAL SERVICES:**

This grant provides for the Bureau of Tobacco Free Florida (BTFF) Community-Based Tobacco Prevention Interventions component. The purpose is to reduce Florida's tobacco use and exposure to second hand smoke, and the promotion of policy and systems change to impact social norms about tobacco use. The Centers for Disease Control and Prevention (CDC) has determined that tobacco use is the single most preventable cause of death in the United States and a leading cause of many long term chronic health conditions.

## **CONTRACT ACTION:**

AMENDMENT(Y/N):	AMENDMENT AMOUNT:
CHANGE TO TERM(Y/N):	START DATE: END DATE:
RENEWAL:	RENEWAL AMOUNT:
START DATE:	END DATE:

## **DESCRIPTION OF CONTRACT AMENDMENT ACTION:**

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## **This contract complies with all of the following requirements:**

- A statement of work
- Quantifiable and measurable deliverables
- Performance measures
- Financial consequences for non-performance
- Terms and conditions which protect the interest of the state
- All requirements of law have been met regarding the contract
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value
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CFDA No.  
CSFA No. **64.093**

**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 Martin County Board of County Commissioners hereinafter referred to as "Provider," and jointly referred to as the "parties."

**THE PARTIES AGREE:**

**I. PROVIDER AGREES:**

**A. To provide services in accordance with the terms specified in Attachment I attached hereto**

**B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department.
  - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
  - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, 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. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
  - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
  - j. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii).
  - k. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

1. If Provider is determined to be a subrecipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**C. Audits, Records (including electronic storage media), and Records Retention**

1. To establish and maintain books, records, and documents 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 pertinent to this contract for a period of six 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 years, the records must 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 this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
  - b. 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 for Provider to fulfill its obligations under this contract.
 All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
  - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
  - f. Annual Compensation Report: Provider must submit Attachment VI, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each contract year. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If the Provider is exempt from filing IRS Form 990, submit Attachment VI without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to the Provider. In addition, the Provider, by executing this contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in the Provider's submitted Annual Compensation Reports.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed,

except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov) or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

8. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.
9. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

**D. Monitoring by the Department and Dispute Resolution:**

1. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, the Department may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this contract for cause, demand the recoupment of funds from subsequent invoices under this contract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
2. Dispute Resolution: Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.

**E. Indemnification**

1. Provider is liable for and will 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 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. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
3. Nothing in this contract shall be construed to require the Department to indemnify the Provider.

- F. **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 in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must 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. The Department reserves the right to require additional insurance as specified in Attachment I.

**G. 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 except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

**H. 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 will not be unreasonably withheld. Any subcontract, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts are allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract, and shall incorporate the terms of the Department's Standard Contract, into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Department. This contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to the obligations of the Department.
2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
3. The Department will 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 prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

**I. Return of Funds:** 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 paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the 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 Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this contract or through collection proceedings.

**J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

**K. Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
4. MyFloridaMarketPlace Transaction Fee:
  - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
  - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee

pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.

- c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. 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 this contract. Failure to comply with these requirements will 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.

5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

**L. Background Screening Requirements and Drug Screening Requirements:**

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, Provider agrees to the following:
  - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
  - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
  - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. Drug Screening Requirements: Pursuant to section 112.0455, Florida Statutes if the Provider's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.

**M. Civil Rights Requirements:** Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.

**N. Independent Capacity of the Provider**

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not 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. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are 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 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 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 Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

**O. Sponsorship:** As required by section 286.25, Florida Statutes, if 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 will, 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*" will appear in at least the same size letters or type as Provider's name.

**P. Final Invoice:** To submit the final invoice for payment to the Department no more than 30 days after the contract ends or is terminated. If 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 deliverables and any necessary adjustments have been approved by the Department.

**Q. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**R. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**

1. Public Entity Crime: Pursuant to section 287.133, Florida Statutes, 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 or 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, 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 or 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:** Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
  - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
  - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

**S. Patents, Copyrights, and Royalties**

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
3. Provider, without exception, will 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 Provider. 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, 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 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 will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**T. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five 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, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

**U. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

**V. Information Security and Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this purchase order in accordance with applicable state and federal laws, rules, and regulations and any department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the Provider upon execution of this Contract, including any amendments. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. The Department will provide any department program-specific supplemental protocols to the Provider. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The Department reserves the right to update any department program-specific supplemental protocols throughout the term of this Contract, and the Provider agrees that it will continue to comply with all protocols, as updated and supplement, throughout the duration of this Contract. Provider must comply with any applicable professional standards of practice with respect to confidentiality of information. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.

**W. Venue and Remedies for Default:**

1. **Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located.
2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.
- X. Force Majeure:** The Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Provider.
- Y. Employment Eligibility Verification:** Effective January 1, 2021, Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Provider under this Contract, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.
- Z. USDA WIC Services:** Provider agrees to abide by the following requirements if the contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.



This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

## II. METHOD OF PAYMENT

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed **\$841,965.00**, 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:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
  2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
  3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless 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 State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
  4. Bonuses: Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to contract funds being allocated for such payment. The Department reserves the right to refuse the Provider's request to allocate any contract funds for the payment of bonuses.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

## III. PROVIDER CONTRACT TERM

- A. Effective and Ending Dates:** This contract will begin on **07/01/2021** or on the date on which the contract has been signed by both parties, whichever is later. It will end on **06/30/2026**.
- B. Termination**
1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
  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 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
  3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. In the event of default, in addition to the Department's right to terminate the contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the Contract, and any other remedies at law or in equity.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will 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. Contract Representatives Contact Information:**

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

\_\_\_\_\_  
 Martin County Board of County Commissioners  
 \_\_\_\_\_  
 2401 SE Monterey Road  
 \_\_\_\_\_  
 Stuart, FL 34996  
 \_\_\_\_\_  
 772-288-5735  
 \_\_\_\_\_

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

\_\_\_\_\_  
 George Stokus  
 \_\_\_\_\_  
 435 SE Flagler Avenue  
 \_\_\_\_\_  
 Stuart, FL 34994  
 \_\_\_\_\_

3. The name, address, and telephone number of the Department's Contract Manager is:

\_\_\_\_\_  
 David Boyett  
 \_\_\_\_\_  
 4052 Bald Cypress Way, Bin C23  
 \_\_\_\_\_  
 Tallahassee, FL 32399-1723  
 \_\_\_\_\_  
 850-617-1937  
 \_\_\_\_\_

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

\_\_\_\_\_  
 Martin County Board of County Commissioners  
 \_\_\_\_\_  
 Attn: George Stokus  
 \_\_\_\_\_  
 435 SE Flagler Avenue  
 \_\_\_\_\_  
 Stuart, FL 34994  
 \_\_\_\_\_  
 772-288-5735  
 \_\_\_\_\_

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

**E. All Terms and Conditions Included:** This contract and its attachments and exhibits as referenced, Attachment I, II, III, IV, V, VI and Exhibits 1, 2, 3& 4 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 will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

**IN WITNESS THEREOF**, the parties hereto have caused this 42 page contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above contract and agree to the terms contained within it.

**PROVIDER: MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:**

**PRINT/TYPE NAME: GEORGE STOKUS**

**TITLE: ASSISTANT COUNTY ADMINISTRATOR**

**DATE:**

**STATE AGENCY 29-DIGIT FLAIR CODE:**

**FEID# (OR SSN): F596000743**

**PROVIDER FISCAL YEAR ENDING DATE: 9/30**

**ATTEST:**

\_\_\_\_\_  
 CAROLYN TIMMANN, CLERK OF THE  
 CIRCUIT COURT AND COMPTROLLER

**SIGNATURE:**

**PRINT/TYPE NAME: MELISSA JORDAN, MS, MPH**

**TITLE: DIRECTOR, DIVISION OF COMMUNITY HEALTH PROMOTION**

**DATE:**

**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.**

BOARD OF COUNTY COMMISSIONERS  
 MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
 STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
 SARAH W. WOODS, COUNTY ATTORNEY

## Martin County Board of County Commissioners

## ATTACHMENT I

A. Services to be Provided1. General Description:

- a. General Statement: This is for the provision and implementation of a Work Plan to enact community-based tobacco prevention interventions.
- b. Authority: Section 381.84, Florida Statutes.

2. Definition of Terms:

- a. Activity Detail Table: The Department's list of Commitment Change Request (CCR) Eligible Activities.
- b. Automated Tobacco Activity Collection System (ATACS): The system created for use by the Department for planning, monitoring, and documenting short- and long-term tobacco prevention intervention goals and outcomes. ATACS allows the Department to review progress towards the Centers for Disease Control and Prevention's Best Practices for Comprehensive Tobacco Control Programs to ensure the Work Plan adheres to the goal, outcome, strategy, and activity standards; allows for the collection of data related to quarterly progress towards Work Plan goals; allows for the need to document the necessity for any changes to the Work Plan commitments; and provides reports to evaluate progress and ensure accountability.
- c. Bureau of Tobacco Free Florida (BTFF) SharePoint: The Department's website, available at [https://floridahealth.sharepoint.com/sites/External/BTFF\\_SharePoint](https://floridahealth.sharepoint.com/sites/External/BTFF_SharePoint), that contains BTFF program forms and guidance.
- d. Business Day: Monday through Friday, excluding State of Florida holidays.
- e. CCR: An ATACS module that allows Provider to submit a request to modify a previously approved Work Plan.
- f. CCR Eligible Activities: As specified on the Activity Detail Table, an activity type that the Department has determined as movable from the originally committed quarter to a subsequent quarter within the same fiscal year.
- g. Guidance Document for Submitting Media Forms: The Department's document available on the BTFF SharePoint that specifies how Provider must submit media requests.

## Martin County Board of County Commissioners

- h. Marketing Initiatives: State or local health communication strategies to educate the public on preventing initiation of tobacco, eliminating secondhand smoke exposure, or promoting cessation to tobacco users.
- i. Quarter: A three-month period of the contract. The quarters for this contract are July through September (first quarter), October through December (second quarter), January through March (third quarter), and April through June (fourth quarter).
- j. Quarterly Progress Update (QPU): An ATACS module that requires Provider to report progress towards the Work Plan. When Provider creates a QPU, a reporting framework specific to the selected quarter from the currently approved Work Plan is created in ATACS.
- k. Students Working Against Tobacco (SWAT): A statewide youth organization working to mobilize and educate Florida youth about tobacco prevention. SWAT promotes youth leadership and community involvement while focusing primarily on policy change.
- l. Tobacco Free Florida (TFF) Campaign: The Department's statewide tobacco youth prevention and adult cessation media campaign which includes all campaign activities and services for the TFF campaign, including but not limited to the following components: graphic design and printing, media production, media buying, public relations, interactive components of a website (such as calculators or letter generators), and the functional aspect of a web platform (such as website content and social media posts).
- m. TFF Media Hub: The Department's website, available at <https://mediatffhub.wpengine.com/>, developed to serve as a centralized location for all TFF Campaign materials.
- n. TFF Media Team: The Department's health communications and marketing staff who oversee the TFF campaign.
- o. Training Initiatives: Activities to build capacity of staff, partners, youth, or stakeholders towards reaching the goals of the Work Plan.
- p. Work Plan: An ATACS module that requires Provider to establish annual commitments to do work towards the goals, objectives, strategies, and activities.
- q. Work Plan Matrix: A document prepared by the Department which outlines the minimum activity requirements that must be included in each approved Work Plan.

B. Manner of Service Provision

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1. Scope of Work: Provider will prepare and implement a Work Plan to enact community-based tobacco prevention interventions and prepare and submit a QPU.
  - a. Task List: Provider will perform the following:
    - 1) During the first contract year, attend the Department's training in person or via webinar on how to prepare the Work Plan as directed by the Department. Document the date of attendance and the name of the person in attendance in the corresponding QPU.
    - 2) Prepare and submit a Work Plan each contract year as follows:
      - a) Prepare a Work Plan and use the Work Plan Matrix, Activity Detail Table, Policy Types – Policy Sub-Types Policy Categories, Target Organizations – Joint Partners –Priority Population Types Tables, Strategies – Activities Table, Goals – Outcomes – Strategies – Policy Types –SMART Objectives Table, or other documents identified by the Department that are available on the BTFF SharePoint to create the Work Plan.
      - b) Ensure the Work Plan includes the minimum number of activities as specified in the Work Plan Matrix, including, but not limited to maintaining a SWAT Chapter, conducting public advertised partnership meetings, maintaining partnership records, maintaining staffing, and attending quarterly trainings provided by BTFF.
      - c) For the first year of the contract, submit the Work Plan through ATACS 15 calendar days after the date of execution by 11:59 p.m., Eastern Standard Time (EST) to the Department for review and approval. For each subsequent contract year prepare the Work Plan and submit it through ATACS by May 16, at 11:59 p.m., EST, to the Department for review and approval.
      - d) Create an annual budget detailing project expenses each year and submit it through ATACS with the corresponding Work Plan to the Contract Manager for review and approval.
      - e) If the Work Plan is returned as “not-accepted”, modify the Work Plan as specified by the Department and resubmit the revised Work Plan through ATACS within five business days of return.
      - f) If the Work Plan must be returned for any additional modifications, complete all subsequent revisions to the Work Plan as specified by the Department and resubmit

## Martin County Board of County Commissioners

the revised Work Plan by 5:00 p.m., EST, within two business days of return.

- g) Prepare a CCR for CCR Eligible Activities as follows:
  - (1) Notify the Contract Manager via email by the third Friday of the second month of that quarter of the CCR, prior to submitting a CCR through ATACS, for approval. If the Contract Manager approves the CCR, submit the CCR through ATACS for approval no later than the first Friday of the third month of that quarter.
  - (2) The CCR must:
    - (a) Be made only once per quarter;
    - (b) Not retroactively move CCR Eligible Activities;
    - (c) Move a CCR Eligible Activity to a subsequent quarter within the same fiscal year;
    - (d) Be completed by the end of the fourth quarter of the same fiscal year (unless otherwise specified in the Work Plan Matrix or Activity Detail Table); and
    - (e) Meet the minimum program requirements, such as Work Plan goals, outcomes, and strategies.
  - (3) Revise the CCR as directed by the Department and submit the modified CCR as specified by the Department.
- 3) Upon approval, implement and complete the activities in accordance with the approved Work Plan. Each Work Plan must include quarterly activities to be performed by Provider each contract year.
- 4) Ensure all of Provider's local media, marketing, and public relations materials that are part of the approved Work Plan align with the TFF campaign and are not duplicative of the current TFF campaign media vendor's activities, which are specified in the monthly Department webinars, located on the TFF Media Hub, and specified by the Department. Submit all local media, marketing, and public relations materials as well as any required forms as specified in the Guidance Document for Submitting Media Forms. Any local media, marketing, and public relations

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materials must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc.

- 5) Submit any materials from the TFF Media Hub that are to be used as part of the approved Work Plan, as well as any required forms as specified in the Guidance Document for Submitting Media Forms. Materials must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc.
- 6) Submit any materials from the TFF Media Hub that are modified by Provider and are to be used as part of the approved Work Plan as well as any required forms as specified in the Guidance Document for Submitting Media Forms. Such materials must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc.
- 7) Contact the Contract Manager if materials are not available on the TFF Media Hub for a specific tobacco topic or target audience. Purchase or obtain needed materials as directed by the Department.
- 8) Conduct local marketing efforts in accordance with the approved Work Plan and submit any required forms as specified in the Guidance Document for Submitting Media Forms. Local marketing efforts must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc. Local marketing efforts include but are not limited to:
  - a) Sponsorship and presence at local events to promote or attain policy changes or to create tobacco free social norms;
  - b) Sponsorship of local sports teams to promote or attain policy changes or to create tobacco free social norms;
  - c) Signage at local parks, sports fields, playgrounds, etc. to promote or attain policy changes or to create tobacco free social norms;
  - d) Purchase or place advertisements in yearbooks, school newspapers, community newspapers, etc. to promote or attain policy changes or to create tobacco free social norms; and
  - e) Purchase additional media, such as radio or television advertisements, billboards, or gas toppers, to increase saturation of the statewide TFF Campaign.
- 9) Obtain Department approval prior to conducting sponsorship initiatives as follows:

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- a) Complete the Department's Event Justification Form available on the BTFF SharePoint, other resources and materials as specified by the Department and available on the BTFF SharePoint, and any forms specified on the Activity Detail Table for each sponsorship initiative. Submit the completed form(s), resources, and materials at least 45 business days prior to conducting the sponsorship initiative to the Contract Manager for review and approval.
  - b) Ensure that the approval request contains all the required documentation. Any request without the proper documentation or not timely submitted may be denied.
- 10) Obtain Department approval prior to conducting training initiatives as follows:
- a) Complete the Department's Training Justification Form available on the BTFF SharePoint and other resources and materials, as identified by the Department and found on the BTFF SharePoint for each training initiative. Submit the completed form, resources, and materials at least 45 business days prior to conducting the training initiative to the Contract Manager for review and approval.
  - b) Ensure that the approval request contains all the required documentation. Any request without the proper documentation or not timely submitted may be denied.
- 11) Work collaboratively with other Department tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners to support community and inter-agency initiatives as needed by the Department throughout the contract term.
- 12) Prepare and submit the QPU each quarter as follows:
- a) Prepare the QPU in accordance with the Department's Target Organizations – Joint Partners – Priority Population Types Tables and the QPU Guidance for BTFF Providers document located on the BTFF SharePoint. Include the following in the QPU:
    - (1) All activities performed in accordance with the approved Work Plan each quarter;
    - (2) All information for activities performed as specified in the Activity Detail Table;



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- (3) All uploads of back-up documentation to support the reported activity as specified in the Activity Detail Table;
  - (4) The Department tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners worked with as specified in Task 11);
  - (5) Progress made towards policy and non-policy specific self-monitoring, analysis, and reporting technology objectives;
  - (6) The target organizations that were present, reached, or involved during the completion of the activities in accordance with the approved Work Plan; and
  - (7) Financial summary information as specified in the ATACS.
- b) Submit the QPU through ATACS within 15 calendar days following the end of each quarter.
- c) If the QPU is returned as “not accepted”, modify the QPU as specified by the Department and resubmit the revised QPU through ATACS within five business days of the returned QPU.
- d) If the QPU must be returned for any additional modifications, complete all revisions to the QPU as specified by the Department and resubmit the QPU within two business days of return.
- 13) Adhere to the requirements of the Department’s Data Security and Confidentiality requirements (Attachment V) throughout the contract term.
- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
  - 1) Quarterly: Preparation and implementation of the Work Plan with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.13).
- c. Performance Measures: The deliverables must be met at the following minimum levels of performance:
  - 1) Deliverable B.1.b.1):

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- a) The Work Plan must be prepared and submitted each contract year as specified.
  - b) The approved Work Plan must be implemented and activities must be completed in accordance with the approved Work Plan as specified.
  - c) Other Department tobacco-related funding projects, providers and contractors, and local and statewide non-profit agencies and partners must be worked with as specified.
  - d) The QPU must be prepared and submitted as specified.
  - e) The requirements of the Department's Data Security and Confidentiality requirements (Attachment V) must be adhered to as specified.
- 2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:
  - a. Deliverable B.1.b.1):
    - 1) Failure to prepare and submit the Work Plan each contract year as specified will result in a ten percent reduction in that quarter's invoice amount. An additional one percent reduction in that quarter's invoice amount will result for every business day thereafter the Work Plan is not submitted as specified.
    - 2) Failure to implement the approved Work Plan and complete activities in accordance with the approved Work Plan as specified will result in a five percent reduction in that quarter's invoice amount for each activity not completed as specified.
    - 3) Failure to work with other Department tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners as specified will result in a five percent reduction in that quarter's invoice amount.
    - 4) Failure to prepare and submit a QPU as specified will result in a ten percent reduction in that quarter's invoice amount. An additional one percent reduction will result for every business day thereafter the QPU is not submitted as specified.
    - 5) Failure to adhere to requirements of the Department's Data Security and Confidentiality requirements (Attachment V) as specified will result in a ten percent reduction in that quarter's invoice amount.
- 3. Service Location, Times, and Equipment:

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- a. Service Location: Services will be coordinated at Provider's location of Martin county.
- b. Changes in Location: Provider must notify the Contract Manager in writing a minimum of one week prior to making any changes in location that will affect the Department's ability to contact Provider by telephone, e-mail, facsimile transmission, or in writing.
- c. Equipment: Contract funds may be used to purchase equipment necessary to provide services pursuant to this contract. All requests to purchase equipment must be submitted to the Contract Manager in writing and must be approved by the Contract Manager prior to purchase. If the Department objects to the purchase, the Department's determination will be binding on Provider. All items purchased with contract funds must be used for program purposes only and be produced upon request by the Contract Manager.

4. Staffing Requirements:

- a. Staffing Levels: Provider must maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities and maintain the minimum staffing requirements as specified in (Attachment IV).
- b. Professional Qualifications: Provider's staff members affiliated with this contract must have the education, experience, and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.
- c. Staffing Changes: Notify the Contract Manager in writing within seven business days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract.

C. Method of Payment

1. Payment: This is a fixed price, fixed fee contract. The Department will pay Provider for satisfactory completion of deliverables as specified in Section B.1.b., a total amount not to exceed \$841,965.00 for the contract term, subject to the availability of funds. Payments will be made quarterly in the amount of \$42,098.25.
2. Unit of Service: A unit of service will consist of one quarter of completed deliverables, as specified in Section B.1.b. A quarter of deliverables will include all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.
3. Invoice Requirements: Provider must submit a properly completed invoice to the Contract Manager within 30 days from the end of each quarter. The final quarter's invoice must be submitted within 45 days from the end of each contract year. Each invoice must be on Provider's letterhead and contain Provider's

## Martin County Board of County Commissioners

name as it appears in this contract, Provider's address, the invoice date, the invoice number, the period of service, the contract number, and the payment amount.

4. Financial Specifications: Provider will be responsible for ensuring that all expenses in these specific areas do not exceed these thresholds:
    - a. Promotional items and food purchases expenditures combined must not exceed 2.5 percent of the total contract amount as specified in section 381.84, Florida Statutes.
    - b. Indirect costs or overhead must not exceed 7.5 percent of the total amount awarded in the contract as specified in section 381.84, Florida Statutes.
    - c. County Health Department administrative funding as specified in section 381.84(3)(g), Florida Statutes, may not exceed one percent of the total amount awarded in the contract as specified in RFA 20-002.
    - d. Provider must provide an annual match equivalent to seven percent of the annual contract amount as specified in RFA 20-002.
  5. Supporting Documentation:
    - a. Budget: Attach a copy of the Department approved budget and budget narrative for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by May 1. Any revisions to an approved budget or budget narrative must be submitted to the Contract Manager for review and approval prior to implementation.
    - b. Quarterly Financial Report: For the first through third quarter, prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, submit the financial report as specified in section I.C.6.c. of the Department's Standard Contract.
- D. Special Provisions
1. Contract Renewal: This contract may be renewed for a period of no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.
  2. Non-Expendable Property Requirements: Non-expendable property is defined as tangible personal property with a value or cost of \$5,000.00 or more and

## Martin County Board of County Commissioners

having a projected useful life of one year or more, any hardback book with a value or cost of \$25.00 or more and having an expected useful life of at least one year or more that is circulated to students or the general public, and any hardback book with the value or cost of \$250.00 or more that is not circulated to students or the general public. Hardback books with a value or cost of \$250.00 or more should be classified as OCO (Other Capital Outlay) expenditures.

All such property purchased with funds from this contract must be listed on the property records of Provider. The listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.

All such property purchased with funds from this contract must be inventoried annually and a written non-expendable property inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must be submitted to the Department along with the expenditure report for the period in which it was purchased.

3. Background Screening: Background screenings are required for each employee, volunteer, intern, student, and subcontractor prior to performing services under this contract in accordance with section I.L.1., of the Department's Standard Contract. The background screening results must be retained on file at Provider's location and made available for review during the programmatic monitoring review. Failure to comply with background screening requirements may result in termination of this contract. Provider will incur all costs associated with the background screenings.
4. Right to Data: Where activities supported by this contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, patent, legal title, and every right, interest, claim or demand of any kind to any patent, trademark or copyright, or application for the same will vest in the Department, for the exclusive use and benefit of the Department. No person, firm or corporation, including parties to this contract, will be entitled to use the copyright, patent or trademark without the written consent of the Department.
5. Order of Precedence: Request for Application (RFA) No.20-002, Community-Based Tobacco Prevention Interventions and Provider's response to the RFA, is incorporated by reference into this contract. This contract, the RFA, and Provider's response to the RFA, contain all the terms and conditions agreed upon by the Parties. In the event of any conflict among these documents, the order of precedence will be this contract, Provider's response to the RFA, and then the RFA.

**END OF TEXT**

## ATTACHMENT II

### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. \_\_\_\_\_ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2.   X   **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. \_\_\_\_\_ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

**Note:** A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

Z q

### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (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 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## **AUDIT GUIDANCE**

### **PART I:           FEDERALLY FUNDED**

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient 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 in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**Note:** Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. 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 contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract 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 Recipient's fiscal year end.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient 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; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient 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, recipient 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 Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 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 recipient resources obtained from other than state funds).

**Note:** An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. 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 contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract 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 9 months after recipient'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 recipient'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 contract as outlined throughout this document and pursuant to law.



### PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

#### **TYPES:**

1. **SOC 1** – A report on controls over financial reporting.
  - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
  - Oversight of the organization
  - Vendor management programs
  - Internal corporate governance and risk management processes
  - Regulatory oversight
  - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

**PART IV: REPORT SUBMISSION**

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

A. The Department of Health as follows:

[SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov)

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

**Florida Department of Health**  
Bureau of Finance & Accounting  
Attention: FCAM, Single Audit Review  
4052 Bald Cypress Way, Bin B01  
Tallahassee, FL 32399-1701.

B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

One paper copy mail to:

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

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:
  - A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>
  - B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.
3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

**Note:** Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract 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 the Auditor General access to such records upon request. Recipient 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**Contract #: COTKA

Federal Award Identification #: \_\_\_\_\_

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

Federal Agency 1 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Federal Agency 2 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

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


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**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.093 Title State and Community Interventions  
\$841,965.00State financial assistance subject to section 215.97, Florida Statutes: CSFA# \_\_\_\_\_ Title \_\_\_\_\_  
\$ \_\_\_\_\_TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES  
\$841,965.00**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**


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Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ \_\_\_\_\_

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**Matching and Maintenance of Effort \***

Matching resources for federal Agency(s):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Maintenance of Effort (MOE):

Agency: \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

\*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

## **EXHIBIT 2**

### **PART I: AUDIT RELATIONSHIP DETERMINATION**

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients 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 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients 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.

**For the purpose of single audit compliance requirements, the Recipient has been determined to be:**

- ☐ Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- ☒ Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- ☐ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- ☐ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

**For other audit requirements, the Recipient has been determined to be:**

- ☐ Service Organization (SO) subject to SSAE18 reporting requirements

**NOTE:** If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

### **PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. 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 2 CFR § 200.401(5) (c).

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

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

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

**End of Text**

## **EXHIBIT 3**

### **INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS**

#### **Part I:** Submission to FDOH

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
 

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1701.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to [SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov) or by telephone to the Single Audit Review Section at (850) 245-4185.

#### **Part II:** Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

#### **Part III:** Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

**EXHIBIT 4****Single Audit Data Collection Form****Part 1: GENERAL INFORMATION****1. Fiscal period ending date for the Single Audit.**

Month	Day	Year
/	/	

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

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b. Are multiple EINs covered in this report ☐ Yes ☐ No

c. If "yes", complete No. 3.

**3. ADDITIONAL ENTITIES COVERED IN THIS REPORT**

Employer Identification #

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		--									
		--									
		--									

Name of Entity

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**4. AUDITEE INFORMATION**

a. Auditee name:

Auditee Primary DUNS#:

b. Auditee address (number and street)

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City

State

Zip Code

c. Auditee contact

Name:

Title:

d. Auditee contact telephone

( ) -

e. Auditee contact FAX

( ) -

f. Auditee contact E-mail

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**5. PRIMARY AUDITOR INFORMATION**

a. Primary auditor name:

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b. Primary auditor address (number and street)

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City

State

Zip Code

c. Primary auditor contact

Name:

Title:

d. Primary auditor contact telephone

( ) -

e. Primary auditor E-mail

( ) -

f. Audit Firm License Number

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**6. AUDITEE CERTIFICATION STATEMENT** – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

**AUDITEE CERTIFICATION**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Audit Received from Auditor: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Certifying Official: \_\_\_\_\_  
(Please print clearly)Title of Certifying Official: \_\_\_\_\_  
(Please print clearly)

Signature of Certifying Official: \_\_\_\_\_

## Proposed Annual Budget

**Note:** See Application Guideline 4.3 Compliant Budget Form and Budget Justification Narrative for Instructions

**Disclaimer:** Additionally, the Department reserves the right to negotiate budgetary changes with applicants prior to execution of the Standard Contract.

**Applicant Name:**

Martin County Human Services

**County:**

Martin

**Award Amount Requested:**

**\$ 168,395.15**

## Personnel Information

Name	Job Title	Description	% of Time	Salary	Fringe Benefits
To Be Hired	Tobacco Prevention Specialist	See Management Plan	100%	46000	15640
To Be Hired	SWAT Coordinator	See Management Plan	100%	46000	15640
Jeff Kadel	Project Supervisor	See Management Plan	5%	5893	2003.62
<b>Total Personnel</b>				\$ 97,893.00	\$ 33,283.62

## Direct Expenses

Direct Expenses		Category	Description	Amount
Promotional Items	Food	Marketing/Media	Required Health Department Signs	1683.95
			Food, TFP and SWAT Meetings	1550
			iHeart Radio Ads	24000
Marketing/Media			Parks & Rec Signs/Advertising	1000
Marketing/Media			Website	2250
Travel			Mandatory State and Regional Mtgs.	450
Other Expenses			Two Laptops for New Staff	2500
Other Expenses			Educational Supplies/Materials	1200



[illegible]

Select Indirect Expense Categories		
Select Indirect Expense Categories		
Total Indirect Expenses		\$ 1,500.00

Match Requirement (7%)

Category	Description	Amount
Other Expenses	MCHS Administrator - 6% LOE	5407.46
Other Expenses	MCHS Grants Supervisor - 6% LOE	3487.98
Other Expenses	MCHS Administrator - 33% Fringe	1784.46
Other Expenses	MCHS Grants Supervisor - 33% Fringe	1151.03
Total Match Expenses		\$ 11,830.93

Attachment IV  
Minimum Staffing

<b>County</b>	<b>Staffing Minimum # 100% Tobacco, # FTE</b>	<b>County</b>	<b>Staffing Minimum # 100% Tobacco, # FTE</b>	<b>County</b>	<b>Staffing Minimum # 100% Tobacco, # FTE</b>
Alachua	2 -100%; (2 FTE)	Highlands	2 -100%; (2 FTE)	Polk	2 -100%; (2 FTE)
Baker	1 -100%; (1 FTE)	Hillsborough	2 -100%; (3 FTE)	Putnam	1 -100%; (1 FTE)
Bay	2 -100%; (2 FTE)	Holmes	1 -100%; (1 FTE)	Santa Rosa	2 -100%; (2 FTE)
Bradford	1 -100%; (1 FTE)	Indian River	2 -100%; (2 FTE)	Sarasota	2 -100%; (2 FTE)
Brevard	2 -100%; (3 FTE)	Jackson	1 -100%; (1 FTE)	Seminole	2 -100%; (2 FTE)
Broward	2 -100%; (3 FTE)	Jefferson	1 -100%; (1 FTE)	St. Johns	2 -100%; (2 FTE)
Calhoun	1 -100%; (1 FTE)	Lafayette	1 -100%; (1 FTE)	St. Lucie	2 -100%; (2 FTE)
Charlotte	2 -100%; (2 FTE)	Lake	2 -100%; (2 FTE)	Sumter	1 -100%; (1 FTE)
Citrus	2 -100%; (2 FTE)	Lee	2 -100%; (2 FTE)	Suwannee	1 -100%; (1 FTE)
Clay	2 -100%; (2 FTE)	Leon	2 -100%; (2 FTE)	Taylor	1 -100%; (1 FTE)
Collier	2 -100%; (2 FTE)	Levy	2 -100%; (2 FTE)	Union	1 -100%; (1 FTE)
Columbia	1 -100%; (1 FTE)	Liberty	1 -100%; (1 FTE)	Volusia	2 -100%; (3 FTE)
DeSoto	2 -100%; (2 FTE)	Madison	1 -100%; (1 FTE)	Wakulla	1 -100%; (1 FTE)
Dixie	1 -100%; (1 FTE)	Manatee	2 -100%; (2 FTE)	Walton	1 -100%; (1 FTE)
Duval	2 -100%; (3 FTE)	Marion	2 -100%; (2 FTE)	Washington	1 -100%; (1 FTE)
Escambia	2 -100%; (2 FTE)	Martin	2 -100%; (2 FTE)		
Flagler	2 -100%; (2 FTE)	Miami-Dade	2 -100%; (3 FTE)		
Franklin	1 -100%; (1 FTE)	Monroe	2 -100%; (2 FTE)		
Gadsden	1 -100%; (1 FTE)	Nassau	2 -100%; (2 FTE)		
Gilchrist	1 -100%; (1 FTE)	Okaloosa	2 -100%; (2 FTE)		
Glades	1 -100%; (1 FTE)	Okeechobee	2 -100%; (2 FTE)		
Gulf	1 -100%; (1 FTE)	Orange	2 -100%; (3 FTE)		
Hamilton	1 -100%; (1 FTE)	Osceola	2 -100%; (3 FTE)		
Hardee	1 -100%; (1 FTE)	Palm Beach	2 -100%; (3 FTE)		
Hendry	1 -100%; (1 FTE)	Pasco	2 -100%; (2 FTE)		
Hernando	2 -100%; (2 FTE)	Pinellas	2 -100%; (3 FTE)		

**Attachment V**  
**Application and Data Security and Confidentiality**

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as “the (Department)” and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as “Providers” in this attachment.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
  - a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department’s Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
  - b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit’s noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider’s expense.
  - c. Provider will provide a copy of its American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 18” (SSAE 18) Service Organization Controls (SOC) Report, SOC #, Type #, to the Department by July 30, 2021. For each additional year of the contract, at the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 18” (SSAE 18).
  - d. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider’s sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.
  - e. Breach: A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or

financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.

- f. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department.
- g. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.
- h. Data Retention: Provider must retain data as follows:
  - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
  - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
  - iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:
- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
    - i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
    - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
  - b. Department employees will be accountable for their account activity.
    - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
    - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least 10 characters to include an upper and lowercase letter, a number, and a special character.
    - iii. Department employees must log-off or lock their workstations prior to leaving the work area.
    - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
  - c. Department employees must not disable, alter, or circumvent Department security measures.
  - d. Computer monitors must be protected to prevent unauthorized viewing.
  - e. Consultation involving confidential information must be held in areas with restricted access.
  - f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
  - g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a "need-to-know" basis only.
  - h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management's notification of a security violation.
  - i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been

reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.

- j. All employees are responsible for protecting Department data, resources, and assets in their possession.
  - k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.
  - l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:
- a. Follow all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM.
  - b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.
  - c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.
4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.
- Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.

# ANNUAL COMPENSATION REPORTING FORM



## Attachment VI

### Guidance

Most tax-exempt organizations are required to file an [annual return](#) with the Internal Revenue Service (IRS). Whether your organization meet this IRS filing requirement or is exempt from the [IRS 990](#) filing, the Florida Department of Health (Department) requires that this form be completed and submitted annually to support your organization's status with the executive compensation requirements.

Business Legal Name		Street Address Including City, State, and ZIP Code	
Telephone		Department Contract #	COTKA
Email		UEI or DUNS #	
FEIN/Tax Id		Parent FEIN/Tax Id (if different)	

☐ Check here if 50% or more of your organization's revenues come from Federal, State or Other grant funds

#### IRS Filing Status

#### Organization Types

#### Reported Status

<input type="checkbox"/> Not Exempt		
<input type="checkbox"/> Exempt From 990 (Must complete all sections below)		

#### Top 5 Highest Paid Officers (Name/Title)

#### Total Amount Paid in Compensation and Benefits

1. Name/Title		
2. Name/Title		
3. Name/Title		
4. Name/Title		
5. Name/Title		

☐ I attest that no salary and/or compensation benefits were allocated to Department program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 ([Click Here to access the Pay Table](#)).

Signature

Signature of Authorizing Official (Owner/CEO/CFO etc.)

Name

Name/Title of Authorizing Official (Print on form)

Date of Signature

MM DD YYYY



## INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION REPORTING FORM

Most tax-exempt organizations are required to file an [annual return](#). Which form an organization must file with the Internal Revenue Service (IRS) [generally](#) depends on the organization's financial activities. This FDOH form must be completed by all organizations (non-profits and pro-profits) who are awarded with state appropriation funds (federal/state) as a recipient of state financial assistance or as a sub-recipient of federal financial assistance. Please use the instructions below as a guide for completing each section of the FDOH form.

Business Legal Name		Street Address Including City, State, and ZIP Code	
Telephone		FDOH Contract #	COTKA
Email		y - @DUNS #	
FEIN/Tax Id		Parent FEIN/Tax Id (if different)	
Business legal Name	Insert the exact name as shown on the IRS Tax Id registration certificate, Florida Sun Biz, MFMP registration or the organization name on the FDOH contract agreement. If the contract legal name is different from the registered legal name, please coordinate and contact your FDOH's assigned Contract Manager.		
Street Address	Input the mailing or physical address including zip code your organization uses for formal communication. This address may be different from the operating address/es where clients receive services		
Telephone	Provide a direct ten (10) digits phone contact including extension number when applicable for follow up questions and inquiries.		
FDOH Contract #	Insert all contract numbers for which your organization either received from FDOH as assets (equipment) and/or cash receipts during the reporting fiscal year.		
Email	Please provide a secure email address for official business communications with FDOH.		
UEI/DUNS #	Obtaining a DUNS number is a requirement for all grantees of federal funds. If your organization is funded with any federal funds (e.g. your contract agreement is labeled with an Assistance Listing Number (ALN, formerly CFDA), please input your DUNS or your assigned Unique Entity Identifier (UEI) number in this box.		
FEIN/Tax Id	Please insert your exact nine (9) digits registered Tax Identification number. This should be the same as the Tax Id number on the FDOH contractual agreement. If different, please coordinate with your FDOH assigned Contract Manager.		
Parent FEIN/Tax Id	If your organization is either a franchise, affiliate or report to a higher group or organization, please include her the parent (higher level) or affiliate organization's Tax Id number.		
<input type="checkbox"/> Check here if 50% or more of your organization's revenues come from Federal, State or Other grant funds			
Check Box #1 (50% or More)	Check this box to indicate if your organization total revenues/receipts come from a combination of federal funds, state funds and other grant funds that could include but not limited to local city county municipalities, hospitals, educational institutions, foundations, etc.		

<input type="checkbox"/> <b>Not Exempt</b>	<b>Choose an item.</b>	<b>Choose an item.</b>
Check box #2 (Filing Status) – Not Exempt	<p>Checked this box if your organization is required to file a 990 form annually to the Internal Revenue Services which is a requirement for non-profits organizations under the IRS codes. Next,</p> <ul style="list-style-type: none"> <li>▪ move across under “Organization Types” and select the organization type from the dropdown menu closest to your organization type, then</li> <li>▪ move across under “Reported Status” and select the IRS 990 form type and reporting status based on the IRS filing for the fiscal year being reported. Next,</li> <li>▪ move to the <b>“Attestation Box”</b> for completion, signature and submission.</li> </ul>	
<input type="checkbox"/> <b>Exempt From 990</b>	<b>Choose an item.</b>	<b>Choose an item.</b>
Check box #3 (Filing Status) – Exempt	<p>Checked this box if check Box #2 above did not apply to your organization and your organization is exempt from filling an IRS 990 form under the IRS codes. Next,</p> <ul style="list-style-type: none"> <li>▪ move across and select the organization type from the dropdown menu closest to your organization type, then</li> <li>▪ move across and select your organization exemption type and/or your total annual receipts range based on the IRS filing criteria. Next,</li> <li>▪ move to the “Top 5 Highest Paid Officers” to input your organization compensation/benefits.</li> </ul>	
<u><b>Top 5 Highest Paid Officers (Name/Title)</b></u>	<u><b>Total Amount Paid in Compensation and Benefits</b></u>	
Top 5 Highest Paid Officers	<p>Please list;</p> <ol style="list-style-type: none"> <li>1) the names, titles and</li> <li>2) total dollar amounts of the entity’s Executive Team highest paid.</li> </ol> <p>This includes all benefits, bonuses, severances real-property as gifts, gifts in the form of cash, other payout, cash-in leave etc.</p> <p>If your entity does not have less than 5 employees or executives, list the maximum number as applicable to your entity and insert a comment under the remaining names/titles to indicate the number of individuals employed in your organization or in your executive team (do not leave any of the 5 name/title fields blank).</p> <ul style="list-style-type: none"> <li>▪ move to the <b>“Attestation Box”</b> for completion, signature and submission.</li> </ul>	
<input type="checkbox"/> <b>I attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 (<a href="#">Click Here to access the Pay Table</a>).</b>		
Attestation Check Box	<p>This box Must be checked with an authorizing signature to be considered as a valid submission. Checking this box indicates to the following;</p> <ol style="list-style-type: none"> <li>1. No individual in your Executive Team received a salary/compensation package greater than the published Federal Executive Pay Scale Threshold (Level II).</li> <li>2. If the total compensation for any of the top paid executive exceeds the federal threshold, your organization Must submit a separate attachment detailing fund source/s of where the excess salary/compensation amounts are paid or covered by. The attestation signature means that no salary/compensation in excess of the federal threshold was paid from federal/state/other grant funds.</li> <li>3. Please provide and print the name/title and date of the authorizing signature official who is attesting for the accuracy of this submission.</li> </ol>	

## Additional Resources

- [Interactive Form 990 Overview Training](#)
- [StayExempt.irs.gov](http://StayExempt.irs.gov)

## Exempt Organization Types and Guidance from IRS

- [Charitable Organizations](#)

Organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, or other specified purposes and that meet certain other requirements are tax exempt under Internal Revenue Code Section 501(c)(3).

- [Churches and Religious Organizations](#)

Churches and religious organizations, like many other charitable organizations, may qualify for exemption from federal income tax under Section 501(c)(3).

- [Private Foundations](#)

Every organization that qualifies for tax-exempt status under Section 501(c)(3) is classified as a private foundation unless it meets one of the exceptions listed in Section 509(a). Private foundations typically have a single major source of funding (usually gifts from one family or corporation rather than funding from many sources) and most have as their primary activity the making of grants to other charitable organizations and to individuals, rather than the direct operation of charitable programs.

- [Political Organizations](#)

A political organization subject to Section 527 is a party, committee, association, fund or other organization (whether or not incorporated) organized and operated primarily for the purpose of directly or indirectly accepting contributions or making expenditures, or both, for an exempt function.

- [Other Nonprofits](#)

Organizations that meet specified requirements may qualify for exemption under subsections other than 501(c)(3). These include social welfare organizations, civic leagues, social clubs, labor organizations and business leagues.

**Certificate Of Completion**

Envelope Id: 476D1392F88E4E68975182F1C92C369D

Status: Sent

Subject: Contract COTKA: Has been sent to the providers POC to obtain signature

Source Envelope:

Document Pages: 43

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rashena Itwaru-Womack

AutoNav: Enabled

Rashena.Itwaru-Womack@flhealth.gov

Envelopeld Stamping: Enabled

IP Address: 10.62.88.18

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Rashena Itwaru-Womack

Location: DocuSign

6/30/2021 3:05:05 PM

Rashena.Itwaru-Womack@flhealth.gov

**Signer Events****Signature****Timestamp**

David Boyett

David.Boyett@flhealth.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Melissa Jordan, MS, MPH

Melissa.Jordan@flhealth.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Accepted: 6/30/2021 3:00:45 PM  
ID: 025cf6cb-64e4-4d71-9898-bcf1c2af7353**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Rashena Itwaru-Womack

Sent: 6/30/2021 3:09:24 PM

rashena.itwaru-womack@flhealth.gov

OPS GOVERNMENT OPERATIONS

CONSULTANT II

Florida Department of Health

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

David Boyett

**COPIED**

Sent: 6/30/2021 3:09:23 PM

David.Boyett@flhealth.gov

Viewed: 6/30/2021 3:19:39 PM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Susan Pearson Susan.Pearson@flhealth.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/30/2021 3:09:23 PM
Michelle Miller mmiller@martin.fl.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/30/2021 3:09:24 PM Viewed: 6/30/2021 3:12:53 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2021 3:09:23 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Florida Department of Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Florida Department of Health:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [antonio.dawkins@flhealth.gov](mailto:antonio.dawkins@flhealth.gov)

**To advise Carahsoft OBO Florida Department of Health of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [antonio.dawkins@flhealth.gov](mailto:antonio.dawkins@flhealth.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Carahsoft OBO Florida Department of Health**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [antonio.dawkins@flhealth.gov](mailto:antonio.dawkins@flhealth.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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