

APPENDIX III

Professional Staffing Qualifications

The minimum staffing structure is communicated in Appendix II - County Policy Infrastructure Assignments. All staff receiving payment through this grant must be tobacco free and must not use electronic nicotine delivery systems. During the performance of the funded project, Grantees will be expected to demonstrate appropriate knowledge, skills, and abilities in order to carry out the strategies and activities required to achieve the goals of this program. When staff turnover occurs, interim staff will be held to these same expectations. These include:

1. Partnerships: Developing and Leading a Team of Community Partners to Achieve Objectives

- a. Building, engaging, and maintaining diverse partnerships reflective of local demographics, including youth representation, community leaders, agency representation, and community members.
- b. Equipping partners to take ownership for task results.
- c. Developing community leaders within populations disparately affected by tobacco use and/or marketing.
- d. Identifying and developing youth and adult leaders through skills assessment, coaching, mentoring, training, and educating with the end result of building capacity within the community.
- e. Organizing and facilitating effective meetings, trainings, and community events that encourage the open exchange of ideas, opinions, and information.
- f. Building consensus and achieving “buy-in” for specific issues within the community.
- g. Assessing the contributions of partners and providing appropriate recognition.

2. Work Plan Activities: Leading the Development and Implementation of Work Plan Approach and Strategies

- a. Provide leadership to address the root causes of tobacco-related health inequities through the assessment, planning, implementation and evaluation process
- b. Providing vision and guiding strategic direction for all Work Plan goal areas, including but not limited to, developing a comprehensive Strategy Plan with community partners for each Work Plan policy area.
- c. Demonstrating cultural competence through the implementation of Program strategies.
- d. Using data to identify health inequities
- e. Analyzing Program initiatives and determining manageable tasks.
- f. Working cooperatively and effectively to achieve the environmental, systems, and policy changes and objectives identified by the Program.
- g. Using strategic thinking processes to establish quarterly benchmarks for progress; preparing and reviewing quarterly reports to monitor progress towards goals.
- h. Using evidence-based practices when developing, implementing, evaluating, and improving policies, programs, and services

3. Policy Work: Affecting Local Policy and Social Norm Change

- a. Identifying and building productive relationships with state and local policy makers, elected officials, and agency leaders.
- b. Building and applying knowledge of the political context at local and state levels for affecting policy change.
- c. Building and applying knowledge of the social and cultural context at the county level for affecting policy change. Building and applying knowledge of the importance of youth involvement in social norm and policy changes as well as effective methods for engaging youth in a community setting to affect this change.

- d. Mobilizing and facilitating partner participation in planning and implementing local policy and norm change.
- e. Engaging key stakeholders, community groups, and local county and city officials to support policy change on a specific issue.

4. Community Outreach: Developing Effective Educational Outreach

- a. Developing positive working relationships with community partners and employing effective community mobilization techniques, including dedicating resources to direct participation in community events and engagement with community members to educate on local issues to effect policy/social norm change. While many job functions are office based, the job requires a significant amount of time in the field engaging in community outreach and in meetings with partners, stakeholders and decision makers.
- b. Identifying staff and programmatic plans that require conducting outreach with community members and partners outside of the office.
- c. Developing positive working relationships with media organizations and employing effective media advocacy techniques, including media releases and advisory and editorial board meetings, to raise visibility on local issues to effect policy/social norm change.
- d. Analyzing and using local, state, and national data to direct local programming, develop talking points, and create educational materials. This includes proficient use of the Florida Community Health Assessment and Reporting Tool Set (CHARTS) system to educate local leaders, the media, and community on data for their community.
- e. Framing messages and tailoring materials according to the needs and assets of the population/community to mobilize around an issue.
- f. Identifying and mentoring youth and adult volunteers along with community leaders to become effective spokespersons.

5. Administrative: Managing Business Components of the Program

- a. *Financial*
 - i. Developing the annual budget in accordance with the funding levels provided by the Program.
 - ii. Determining financial priorities based on the annual program plan.
 - iii. Identifying and monitoring cost-effective approaches to ensure expenses align with Program goals and to ensure efficient and fiscally responsible use of funds.
 - iv. Managing procurement and contracting.
- b. *Evaluation and Compliance*
 - i. Demonstrating leadership by determining and communicating program standards; encouraging accountability, and modifying standards, if required, to maintain program or policy quality.
 - ii. Managing grant activities and documentation to ensure compliance with grant rules, regulations, and deadlines.
 - iii. Building and applying knowledge of CDCs Best Practices for Tobacco Control and key outcome indicators for comprehensive tobacco control programs.
- c. *General Management*
 - i. Building and applying a high level of organizational skills; verbal and written communication skills; time management skills; and personnel recruiting and supervision skills.
 - ii. Building and applying effective leadership skills such as flexibility, persistence, and ability to determine objectives, set priorities, and anticipate potential threats and opportunities.

Appendix IV – Policy and Infrastructure Area Descriptions

Goal 1: Prevent Initiation of Tobacco Use Among Florida’s Youth and Young Adults

Outcome 1.2: Prevent initiation of tobacco use among Florida’s youth and young adults.

Outcome 1.2 Required Policy: Policy to Counteract Tobacco Industry Influences at the Retail Point of Sale (POS) - All grantees are tasked with educating communities and decision makers about the impact of tobacco industry marketing in the retail environment with the goal of obtaining a local Tobacco Retail License (TRL) which provides local control for regulating the way tobacco products are marketed and sold.

Outcome 1.2 Optional Policy: Policy to Reduce Tobacco Product Promotions in

Community Settings - Many grantees will have the option to pursue policies with local governmental entities to restrict or prevent sampling of tobacco products. The focus of this area is to enact public policy to restrict or prohibit sampling and other activities used to promote tobacco products.

Outcome 1.3 - Implementation of Model Tobacco Free Policies in Schools

Outcome 1.3 Required Policy: Policy to Implement Tobacco Control Model Policies in K-12 Schools

All grantees will work to achieve and/or assist in the effective implementation of comprehensive school policies. Some grantees will actively pursue improvements to policy in districts that have not implemented model policy which address the use and promotion of tobacco. In districts that have implemented model policy, the grantee will conduct policy maintenance activities to ensure effective implementation and enforcement. “Maintenance” or “Active Policy Area” is indicated on the County Policy Infrastructure Assignments document, Appendix II.

Outcome 1.3 Optional Policy: Policy to Implement Tobacco Control Policies in Higher

Education Institutions – Some grantees will have the option of working with colleges, universities and vocational schools to implement policies which address the use and promotion of tobacco on campus or assist institutions in the implementation of existing policies..

Goal 2: Eliminate Floridian’s exposure to secondhand smoke

Outcome 2.1 Creation of Smokefree Policies

Outcome 2.1 Required Policy for Specified Counties: Policy to Create Smoke-Free Multi-Unit Housing (SFMUH) - Selected grantees will work with condominiums, market rate, subsidized and public multiunit housing properties to establish voluntary smokefree housing policies.

Outcome 2.2 Creation of Tobacco Free Policies

Outcome 2.2 Optional Policy: - Policy to Implement Public Tobacco Free Policies

Many grantees will have the option to pursue policies with local governments that regulate tobacco use in public locations including parks, beaches, and municipally owned event venues.

Outcome 2.2 Optional Policy: Policy to Implement Organizational Tobacco Free Policies -

Many Grantees will have the option to pursue policies from non-governmental entities that regulate tobacco use at major community events, on the grounds of private event venues and with recreational sports leagues. Additionally, tobacco free grounds policies may be pursued with various work force targets including bars, restaurants, and large employers.

Goal 3: Promote quitting among Florida's adults and youth

Outcome 3.1 - Increase Utilization of Cessation Services

Outcome 3.1 - Optional Policy: Policy to Increase Cessation Referrals

Many Grantees will have the option to pursue policies and systems changes in healthcare settings and/or in settings which increase the likelihood of utilization of cessation services among health equity priority populations.

Health Equity Special Project – While health equity will be an important consideration in the in all the policy areas listed above, a select group of counties will have an additional project focused specifically on connecting with community partners to provide services to the low socioeconomic status (SES) population.

Goal 4: Sustain a Statutorily Mandated Comprehensive Statewide Tobacco Education and Use Prevention Program

Outcome 4.1 - Required: Establish / Maintain Tobacco Free Partnerships

Maintenance of a community tobacco free partnership is a requirement of this grant. The maintenance of a community tobacco free partnership is a requirement of this grant. Based on the developmental stage of each partnership, grantees will strengthen or maintain existing tobacco free partnerships. The role of a tobacco free partnership is to identify and promote tobacco control and prevention measures which are beneficial to the health and welfare of the residents of the local community and the residents of Florida. The partnership is essential to efforts to achieve local policy and systems change. While a stand-alone partnership that is not a subdivision of another organization is strongly encouraged when feasible, the Bureau will allow other organizational structures in circumstances in which these alternative structures are shown to be the most beneficial for the individual county.

Outcome 4.2 - Required: Maintain a Students Working Against Tobacco (SWAT) Chapter

Maintenance of the county Students Working Against Tobacco Chapter is a requirement of this grant. Florida's Students Working Against Tobacco is a youth tobacco advocacy organization that was formed in 1998. SWAT Clubs located in school and community settings are subdivisions of the county-level SWAT Chapter. The mission of SWAT is to mobilize, educate and equip Florida youth to revolt against and de-glamorize Big Tobacco. SWAT is a united movement of empowered youth working towards a tobacco free future. Members of the SWAT organization advocate for tobacco policy change and their involvement is critical in the achievement of many public tobacco policies.

APPENDIX V
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the “Department,” and _____ 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 _____. 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. Provider must use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - 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. 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.

- k. 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.

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 _____, 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.
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 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 _____ 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: Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. 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.

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

INTENTIONALLY LEFT BLANK

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:

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

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

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

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, _____ 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 _____ 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: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

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.