

**COMMUNITY–BASED TOBACCO PREVENTION
INTERVENTIONS
REQUEST FOR APPLICATIONS
RFA #: 20-002**

APPLICATION GUIDELINES

FY 2021-2022

**Florida Department of Health
Bureau of Tobacco Free Florida**

Application Deadline:

November 16, 2020

Authorized under Section 381.84, Florida Statutes

Disclaimer – NOTE: *The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a grant from the Florida Department of Health.*

This grant opportunity is not subject to Section 120.57 (3) Florida Statutes.

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FLORIDA DEPARTMENT OF HEALTH STANDARD CONTRACT

TIMELINE

Schedule	Due Date	Information
RFA Released and advertised	10/12/20	http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html http://www.myflorida.com/apps/vbs/vbs_main_menu
Submission of Written Questions	10/21/20 by 2:00 p.m. EDT	All questions must be submitted electronically to: RequestforApplication@flhealth.gov
Answers To Questions Posted (anticipated date)	10/30/20	Posted electronically via http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html http://www.myflorida.com/apps/vbs/vbs_main_menu
Applications Due (No fax, or delivered copies of applications accepted)	11/16/20 By 5:00 PM EDT	Applications must be submitted electronically to: https://requestforapplications.floridahealth.gov/ Instructions In Section 6.0
Anticipated Evaluation of Grant Applications	11/17/20 –12/7/20	Evaluation of Grant Application
Anticipated Posting of Intent to Award	1/13/21	Posted electronically via http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html http://www.myflorida.com/apps/vbs/vbs_main_menu
Anticipated Grant Start Date	7/1/2021	

It is the applicants' responsibility to regularly check the Vendor Bid System.

Section 1.0 INTRODUCTION

1.1 Definitions

1.1.1 General Definitions

- 1.1.1.1 Area Health Education Centers (AHEC): The organizations the Bureau of Tobacco Free Florida is legislatively mandated to contract with to conduct the AHEC cessation initiative. Each AHEC is affiliated with an AHEC program office and there are ten centers within Florida. AHEC program offices may subcontract with one or more centers to deliver tobacco-related contract-specified initiatives or activities within its service area.
- 1.1.1.2 Automated Tobacco Activity Collection System (ATACS): A system used by the Department for planning, monitoring, and documenting short and long-term tobacco prevention intervention goals and outcomes. This allows the Department to review progress towards the CDC's *Best Practices for Comprehensive Tobacco Control Programs* (2014), as amended to ensure the annual 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 annual Work Plan commitments, and provides reports to evaluate progress and ensure accountability. ATACS is a 24 hour a day, 7 day a week online system utilized by the Bureau of Tobacco Free Florida (BTFF), contracted program evaluators, contracted grantees and other authorized users.
- 1.1.1.3 Bureau of Tobacco Free Florida (BTFF): Bureau within the Department of Health also known as Florida's Comprehensive Statewide Tobacco Education and Use Prevention Program. It is also called the Program.
- 1.1.1.4 CDC Best Practices for Comprehensive Tobacco Control Programs 2014 (CDC Best Practices) - is an evidence-based guide produced by the Centers for Disease Control and Prevention which is designed to help states plan and establish comprehensive tobacco control programs.
http://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm
- 1.1.1.5 Centers for Disease Control and Prevention (CDC): A federal agency within the United States Department of Health and Human Services established to protect public health and safety through the control and prevention of disease.
- 1.1.1.6 Community Tobacco Free Partnership: Brings together a diverse group of individuals and organizations with various skills and expertise to address a specific issue. The purpose of a Community Tobacco Free Partnership includes, but is not limited to, implementing activities of the annual Work Plan in the areas of preventing initiation of tobacco use among youth and young adults, eliminating secondhand smoke exposure, and promoting cessation from tobacco use. Community Tobacco Free Partnerships are required to adopt bylaws that focus on tobacco prevention and control and have an agenda focused on tobacco control. Community Tobacco Free Partnerships are formed to reduce the burden of tobacco use and shape tobacco-free norms so that tobacco becomes less desirable, acceptable, and accessible.
- 1.1.1.7 Department: The Florida Department of Health (DOH).

- 1.1.1.8 Grantee: Responder who is awarded grant funds through this RFA and responsible for coordinating and implementing the tobacco prevention program outlined in the application. If several organizations join to propose an intervention, the grantee will be the fiscal agent for the others.
- 1.1.1.9 Guide to Community Preventive Services - a free resource for evidence-based recommendations and findings from the Community Preventive Services Task Force, an independent, nonfederal, volunteer body of public health and prevention experts which bases its recommendations and findings on systematic reviews of scientific literature. <https://www.thecommunityguide.org/topic/tobacco>
- 1.1.1.10 Key Staff: Any staff member with 50% or more of his/her position description dedicated to tobacco prevention and control responsibilities within the proposed community intervention tobacco grant.
- 1.1.1.11 Policy: A law, regulation, procedure, administrative action, incentive, or voluntary practice of governments and other institutions achieved in support of Department policy initiatives.
- 1.1.1.12 RFA: Request for Application.
- 1.1.1.13 Standard Contract: Basic outlining of legal and programmatic requirements by the State Department of Health for entering into agreement with a separate party.
- 1.1.1.14 State and Community Interventions – this component of BTFF sets the work plan for tobacco control interventions at the state and community level and oversees and manages the grantee contracts
- 1.1.1.15 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.
- 1.1.1.16 Subcontractor: An individual or entity, which signs a contract and is retained to perform or satisfy any portion of the obligations of this contract. (A subcontractor does not receive a W- 2, Wage and Tax Statement and is not considered an employee.)
- 1.1.1.17 Tobacco Free Florida (TFF) Campaign: Department’s statewide tobacco youth prevention and adult cessation media campaign which includes all campaign activities/services for the TFF campaign, including but not limited to the following components: graphic design and printing, media production, media buying, public relations and web/interactive.

- 1.1.1.18 Tobacco Products: Loose tobacco leaves, and products made from tobacco leaves, in whole or in part, and cigarette wrappers, which can be used for smoking, sniffing, or chewing; and any nicotine product or vapor-generating electronic device.
- 1.1.1.19 Young Adults: Floridians ages 18-26.
- 1.1.1.20 Youth: Floridians ages 11-17.
- 1.1.1.21 Work Plan: The summary of project period containing the goals, objectives, strategies, annual budget, and activities Grantee commits to complete toward its BTFF approved policy initiatives.

1.2 Program Authority

Article X, Section 27, Florida Constitution, requires the Florida Legislature to annually fund a comprehensive, statewide tobacco education and control program using tobacco settlement money. The Constitution further requires the tobacco program to conform to the CDC Best Practices, as amended, in order to implement effective population-based interventions and strategies. The program is implemented through section 381.84, Florida Statutes.

(http://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm)

1.3 Notice and Disclaimer

Grant funds awarded under this RFA will be determined by the Department at its sole discretion based on the availability of funds and the evaluation of the applications. Additionally, the Department reserves the right to negotiate the final terms and conditions of the grant award.

The receipt of applications in response to this publication does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Department. If during the grant funding period, the authorized funds are reduced or eliminated by the Florida Legislature, the Department may immediately reduce or terminate the grant award by written notice to the grantees.

It is the intent of this provision to prohibit the sale of goods or services developed using BTFF grant funds.

Grantees receiving funds under this grant are responsible for the completion of all tasks and deliverables as stated in the contract. Purchase of goods or services from another community intervention grantee, AHEC, or any other BTFF funded entity will require prior approval from BTFF which reserves the right to reject any of these purchases.

The Department reserves the right to reject any and all applications.

The Program reserves the right to:

- Add, remove, and revise requirements during the grant period.
- Negotiate annual Work Plans during the grant period
- Add, remove, and revise required policy areas during the grant period

All staff receiving payment through this grant must be tobacco free and must not use electronic nicotine delivery systems in accordance with grant terms. Attestations of staff compliance with this requirement must be provided upon request.

The application is for the purpose of applicant selection. Final negotiation of the annual Work Plan will be completed after grant award. The work plan must meet the minimum program requirements to pass validation which is enforced by ATACS before it can be submitted. Once submitted, the work plan undergoes a multi-point Department review and approval process.

1.4 Program Purpose

The 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. The purpose of the State and Community Intervention component is to reduce Floridian's tobacco use and exposure to secondhand smoke. The BTFF is seeking applications from organizations to promote policy and system change to impact social norms about and de-normalization of tobacco use. Through community-based activities, grantees will address tobacco disparities with a special focus upon the low socioeconomic status (SES) population. In addition, grantees are expected to implement programs to encourage and support youth and young adults to make behavior choices to prevent the initiation of emerging tobacco products, including e-cigarettes.

1.5 Available Funding

The BTFF has an estimated amount of \$12,286,000 available for State and Community Intervention grants for the 2021 – 2022 project period. Specific county funding availability is provided within Appendix I.

1.6 Matching Funds

Applicants must provide an annual match equivalent to 7% of their annual grant funding amount. Match will be described in their financial reports. Match may be an actual expenditure of private funds, unrecovered indirect expenses or in-kind in the form of free services or human resources. The match may include in-kind services, office support, other tangible support, or offset of costs.

1.7 Grant Renewal

If funding is available and grantee performance is acceptable, grants awarded under this RFA may be renewed by the Department for two three-year periods.

The renewal of grants is not guaranteed and shall be contingent upon satisfactory performance by the grantee with regards to implementation and execution of the program, the achievement of program outcomes, satisfactory performance evaluations as determined by the Department, and subject to the availability of funds.

The renewal shall be in writing and subject to the same terms and conditions set forth in the original grant. The renewal may not include any compensation for costs associated with the renewal.

1.8 Alternate Award Procedures for Vacated Awards

If grantee's contract is terminated for any reason, the Department may award an alternate grantee from the existing pool of awarded grantees to assume the grant in that county. The Department will consult with the Tobacco Education and Use Prevention Advisory Council prior to making the alternate award.

Section 2.0 PROGRAM OVERVIEW

2.1 Background

Tobacco addiction is among the leading preventable causes of morbidity and mortality in Florida and in the United States. The list of illnesses caused by tobacco use is long and contains many of the most common causes of death, including heart disease, stroke, lung disease, many forms of cancer, and vascular diseases.

Cigarette use alone, results in more than 480,000 deaths each year in the US, including 32,300 deaths in Florida. Exposure to secondhand smoke also causes disease and death. 5.2% of Floridians report being exposed to secondhand smoke in their homes. Additionally, many people working in some service industry jobs and outdoor occupations are exposed to secondhand smoke because workers in these positions may not have the same protections under the Florida Clean Indoor Air Act. The tobacco industry spends approximately \$608.1. million in Florida annually to market its products, (Sources: http://www.tobaccofreekids.org/facts_issues/toll_us/florida http://www.tobaccofreekids.org/facts_issues/toll_us/ https://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/tobacco_related_mortality/index.htm)

The Program works within the Department's mission to promote and protect the health and safety of all people in Florida by working towards comprehensive tobacco prevention and control efforts.

Over the last thirteen years, the BTFF, through a competitive procurement process, has contracted with providers to establish or maintain tobacco-related activities in each county. Historically, grantee activities have contributed to local policy and systems interventions recommended by the BTFF based upon the CDC's *Best Practices for Comprehensive Tobacco Control Programs*. Local policies are in the form of

resolutions, ordinances, organizational policies and systems change to address tobacco use or avoidance.

All activities of the BTFF are evaluated by an external, independent evaluator to inform program and policy direction, monitor and document short, intermediate, and long-term population outcomes, ensure accountability, and evaluate the effectiveness of the program in meeting its goals.

Data reported into ATACS by the grantees, along with several other state-level surveillance data sources, are used to inform policy direction and evaluate the community interventions contribution to progress in achieving the programmatic goals. Applicants that are awarded a grant will submit required documentation and data to be utilized in program evaluation.

2.2 Priority Areas

All grantee activities must be consistent with recommendations for effective program components contained in the *CDC Best Practices for Comprehensive Tobacco Control Programs (2014), as amended*.

2.3 Program Expectations

As directed by 381.84, Florida Statutes, BTFF's goals include reducing tobacco prevalence, reducing the per capita consumption of inhaled nicotine, reducing exposure to environmental tobacco smoke, and enforcing the Florida Clean Indoor Air Act.

The following are the primary goals designed to achieve the program purpose:

1. Prevent initiation of tobacco use among Florida's youth and young adults.
2. Eliminate Floridians' exposure to secondhand smoke.
3. Promote quitting among Florida's adults and youth.
4. Sustain a Statutorily Mandated Comprehensive Statewide Tobacco Education and Use Prevention Program.

The implementation of policy, social norm, systems and environmental changes, with a special emphasis on youth and other vulnerable populations, are the major outcomes needed to achieve and sustain these goals.

2.4 Current and Prior Funded Projects

Applicants must demonstrate achievements from current and prior project efforts and have the following qualifications and work experience:

1. Mobilized or contributed to the mobilization of the community regarding a specific public health issue or community concern resulting in a policy change.

2. Maintained or participated in a community partnership implemented to advocate for or change a specific public health issue or community concern.
3. Advocated for or changed a specific public health issue or community concern.
4. Used media to bring public awareness for a specific public health issue or community concern.
5. Possess the organizational capacity required to make a change to a specific public health issue or community concern.
6. Capable of engaging diverse, representative population within their area of service.

2.5 Project Requirement

All grantee activities must be consistent with recommendations for effective program components contained in the *CDC Best Practices for Comprehensive Tobacco Control Programs (2014)* and the *Guide to Community Preventive Services*

The grantee will be responsible for meeting the following requirements within its service area:

1. Initiate services within 30 days of contract execution with the Department.
2. Align local media, marketing, and public relations materials with the Department's campaign. Use the Department's statewide campaign materials located on the TFF Media Hub and on the BTFF SharePoint site to promote local initiatives. Must have or create a Microsoft account in order to access SharePoint resources. If statewide campaign materials are not available for a specific tobacco topic or target audience, the Department will advise on what materials can be used. Local marketing efforts must complement the statewide campaign but not duplicate the current statewide campaign media vendor's activities. Local marketing initiatives include but are not limited to:
 - Presence at local events to promote or attain policy changes or to create tobacco free social norms;
 - Signage at local parks, sports fields, playgrounds, etc. to promote or attain policy changes or to create tobacco free social norms;
 - Advertisements in yearbooks, school newspapers, community newspapers, etc. to promote or attain policy changes or to create tobacco free social norms;
 - Additional media purchased to increase saturation of statewide Campaign; and
 - Soliciting earned/free media opportunities to promote tobacco free policies and initiatives.
3. Utilize a percentage of budget as directed by the Department, not to exceed 1% of budget annually, to meet the requirement that each county health department prominently display in all treatment rooms and waiting rooms countermarketing and advertisement materials in the form of wall posters, brochures, television advertising if televisions are used in the lobby or waiting room, and screensavers and Internet advertising if computer kiosks are available for use or viewing by people at the county health department. For year 1, the budgeted amount is set at 1%.

4. Collaborate with other DOH tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners to support community and inter-agency initiatives.
5. Identify policy scope, summarize community readiness for proposed policies, identify partner strengths and challenges in achieving policy, and analyze decision maker support of proposed policies.
6. Prepare a draft of the annual Work Plan through ATACS.
7. Implement and complete the activities outlined in the currently approved annual Work Plan.
8. Attend all meetings, trainings, new staff orientations, conference calls, and webinars as determined and specified by the Department.
9. Obtain required Department approval prior to initiating any activities such as marketing, sponsorships, and training.
10. Inform other tobacco prevention programs and partners, including, but not limited to DOH local offices, schools, and community organizations, of their work in the county where the project is operating.
11. Participate in the Department's statewide campaigns and observances as required by the Department.
12. Contact and meet with state and local elected officials in order to educate them on CDC Best Practices, BTFF efforts, and grantee initiatives.
13. Establish and maintain community tobacco free partnerships.
14. Build strategic partnerships comprised of local stakeholders to increase the community's capacity to educate and advocate for tobacco policy change.
15. Engage and collaborate with organizations serving priority populations to ensure that partnerships leverage the skills and expertise necessary to advance health equity.
16. Establish and maintain one county chapter of the Students Working Against Tobacco organization.
17. Collaborate with local partners to support policy initiatives detailed in the approved annual Work Plan. County specific policy activities will be directed to the policy areas assigned to each county as indicated in the table provided in Appendix II. Appendix IV provides descriptions of the policy and infrastructure areas and should be cross referenced with Appendix II to determine requirements for each county.
18. Communicate and report project performance in a manner established by the Department.
19. Collaborate and cooperate with the Department and other grantees to participate in mentoring and peer learning communities.
20. Notify the Contract Manager within five business days of any change or event in the corporate status, e.g. administrative dissolution, or changes in staffing. Maintain minimum staffing levels as outlined in Appendix II.
21. Participate in the Department's statewide campaigns as required.
22. Facilitate engagement with local elected officials in order to conduct policy change work and to educate them on tobacco prevention and promotion activities.
23. Prepare and submit the Quarterly Progress Update (QPU) through ATACS within 15 days following the end of each quarter. The QPU reporting may include the following documentation but is subject to change:

- a) Financial information for each quarter including personnel expenses, direct expenses and indirect expenses.
- b) An Executive Summary of the quarterly progress made on Work Plan objectives.
- c) Strengths, weaknesses, opportunities and threats (SWOT) analysis for each quarter.
- d) Details of the progress made toward approved policy-specific, measurable, achievable, realistic and timely (S.M.A.R.T.) objectives for each quarter.
- e) Details of progress made towards approved non-policy S.M.A.R.T. objectives specific to each quarter.
- f) Details of steps taken which lead to achievement of policy based SMART Objective.
- g) Details of all Work Plan activities specific to the quarter as specified in the approved Work Plan.
- h) Upload all Work Plan activity and specific backup documentation into the ATACS.

Grantees will be required to report performance measures in the annual Work Plan on a quarterly basis which support their achievement of the programmatic goals identified in **Section 2.3**.

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

Applicants must be legal business entities with an office in Florida and include, but are not limited to, local health departments, schools, health care providers, community organizations, and not-for-profit 501(c)(3) entities.

3.2 Eligibility Criteria

To be eligible to receive a grant, all corporations, limited liability companies or partnerships and their sub-contractors seeking to do business with the State shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617 and 620, Florida Statutes.

3.3 Minority Participation

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

3.4 Period of Support

The initial project term shall be for a funding period of three years beginning July 1, 2021 and ending June 30, 2024.

3.5 Use of Grant Funds

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

Allowable and Unallowable Costs:

Allowable and unallowable expenditures are defined by at least one of the following:

1. Reference Guide for State Expenditures found at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
2. Sections 112.061, 286.27, 381.84, and 215.97, Florida Statutes
3. Florida Administrative Code Chapter 691-5
4. The current Tobacco Prevention Purchasing Agreement as provided by BTFF

Section 4.0 APPLICATION REQUIREMENTS

4.1 Application Forms

Applicants must use the official forms attached to this RFA. Alternate forms may not be used. Any alteration of the forms will result in disqualification.

4.2 Order of Application Package

Applications for funding must address all sections identified below and in as much detail as requested. The provision of extraneous information should be avoided. Applicants must adhere to specified page limits.

The completed online application must include all of the following components:

1. Cover Page (Attachment I)
2. Main Application Template (Attachment II) and all other required completed Attachments (III-VI)
No form is available for the following components. The applicant must adhere to stated page limits for each component.
3. Letters of Support
4. Organizational Chart
5. Staff Resumes
6. Certification of Drug Free Work Place
7. Certification of Tobacco Free Staff (per Section 1.3 Notice and Disclaimer)

4.3 COVER PAGE

Each application must include a signed Cover Page. The template for the Cover Page can be found in **Attachment I**. A PDF copy of the signed Cover Page must be uploaded into the online application. Instructions for downloading and uploading a signed copy of the Cover Page are provided within the online application.

4.4 APPLICATION FOR FUNDING

During the online application process, an Application Template will be available to complete and submit at the following web link:

<https://requestforapplications.floridahealth.gov/>

An example of this template is included in **Attachment II**. Applicants must follow the instructions and adhere to page limitations as defined in the template. Applicants may expand the response fields to questions as needed as long as page limitations are adhered to both at a section and total level.

4.4.1 Budget Information

Applicants must provide a proposed budget for the first year of the project using the format provided in Attachment III.

4.4.2 Budget Narrative

Each expenditure detailed in Attachment III must be accompanied by a narrative (Attachment IV) that justifies how the expenditure relates to the stated goals of the proposed project. See the Budget Narrative (Attachment IV) for instructions.

4.4.3 Current and Prior Funded Projects

To demonstrate prior work experience, the applicant shall submit its organization's Current and Prior Funded Projects in Attachment V.

4.4.4 Staff Qualification Survey

Applicants must complete a Staff Qualification Survey (Attachment VI) for each staff member who will work on this project.

4.5 LETTERS OF SUPPORT

Applicants must submit a Letter of Support from **four** Collaborative Partners. Each letter submitted on a Partner Organization letterhead must identify the partner including the main contact, their role, and their contribution to the project. The letters must describe the past, present, and anticipated future working relationship with the applicant along with a description of anticipated successes and the expected relationship within the next six years with the applicant. Letters of support must be signed by an authorized representative of the partner organization.

4.6 ORGANIZATIONAL CHART

Provide an organizational chart that includes the project staff and local partner organizations and indicates how each member relates to each other. The chart should label key staff, partner organizations and core partner contacts necessary to achieve the

program objectives. Labels should also include the functional role of partner organizations.

4.7 PROJECT RESUMES

Applicants shall submit resumes for each staff member who will work on this project. Position descriptions may be submitted for positions that have not been filled.

4.8 CERTIFICATION OF DRUG FREE WORKPLACE

Applicants shall provide certification of a drug free workplace on the applicant organization's letterhead.

4.9 CERTIFICATION OF TOBACCO FREE STAFF

Applicants shall provide certification that all staff working on this project are tobacco free and do not use electronic nicotine delivery systems.

Section 5.0 REQUIRED CONTENT OF THE NARRATIVE SECTION

It is the intent of the BTFF to direct the activities of this grant towards interventions that will make the largest public health impact. BTFF has analyzed county tobacco-related policy achievements, county demographics, and data collected through multiple administrations of the Florida Youth Tobacco Survey, Behavior Health Risk Factor Surveillance System, and the Florida Adult Tobacco Survey to establish the need for specific policy types in each county. See Attachment II for all information pertaining to the required content of the narrative section.

5.1 Appendices

All appendices must be clearly referenced and support elements of the narrative.

- I. County Budget Allocation
- II. County Policy Assignment
- III. Professional Staffing Qualification
- IV. Department of Health Standard Contract
- V. Financial and Compliance Audit

Section 6.0 SUBMISSION OF APPLICATION

6.1 Application Deadline

Applications must be received by 8/24/20 by 5:00 PM EDT.

6.2 Submission Methods

INSTRUCTIONS FOR SUBMITTING APPLICATIONS:

1. Only electronic applications received through the online application system will be accepted for this RFA. (Mailed or Hand-Delivered Applications will not be accepted).
2. Pages should be single-spaced, numbered, with one-inch margins.
3. The font size must be 11 points, the type must be Arial.
4. Application, to include all components as listed in **Section 4.2**, must be submitted as one PDF file.
5. The file size of the uploaded application file must not exceed 5 MB.
6. Contents of the application must be in the order of the outline defined in **Section 4.2**.
7. Appended material may not be used to circumvent the page limit for the application.
8. Applications shall not contain personally identifiable information (PII). PII includes information such as social security numbers and birth dates.
9. PDF files must not require special certificates or passwords to open.
10. All forms required to be completed will be available on the application submission site.
11. Multiple county applications will not be accepted in a single application. If submitting applications for multiple counties, separate electronic applications must be submitted for each county.
12. It is the responsibility of the Applicant to assure the application is submitted at the place and time indicated in the timeline. If the deadline has passed, the system will prevent application submission.
13. Applicants should anticipate that the volume of online activity may increase as the application deadline approaches and this may slow upload times. Applicants are encouraged to submit online applications well in advance of the deadline to avoid any delays due to busy servers or other potential internet failures. The date and time stamp of receipt is based on when the submission is complete, not when the process began.
14. No late applications will be accepted, under any circumstances, regardless of the reason(s) for its late submission. The submission site will not allow late submissions.

6.3 Where to Send Your Application

To complete the application process:

1. Applicants may access the submission site and submit questions regarding this RFA at: <https://requestforapplications.floridahealth.gov/> The [submission site](#) will contain detailed application completion instructions and will guide the Applicant through the application process. Sections of the application include downloadable Microsoft Word forms to simplify preparation and submission. Do not alter the forms or delete instructions contained in the forms. Pictures and objects may be added to the content of the form as part of the Applicant's application.

2. An application cannot be changed after the submission due date. Errata sheets or replacement files will not be accepted after the application deadline. If an application has been submitted and the applicant wishes to change the submitted application before the deadline, resubmit the revised application following the same submission process. The revised version must contain the same title and vendor as the original version and must contain the word “revised” in the file name. Applicants may contact technical assistance at **(850) 245-4122** if assistance is needed to access the submission site.
<https://requestforapplications.floridahealth.gov/>
3. **Resubmission must occur before the application deadline in order to be eligible for consideration.**

Section 7.0 EVALUATIONS OF APPLICATONS

7.1 Receipt of Applications

Applications will be screened upon receipt. **If the applicant doesn’t submit all required components as described in Section 4.0, the application will not be considered for review.** Complete applications are those that include the required forms in the Application Requirements Section of this application. Incomplete applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

7.2 How Applications are Scored

Scoring Scale for the Community–Based Tobacco Prevention Interventions Application Guidelines	Score (whole numbers only)
Yes/No Questions: 5,6,12,14,16,19,21	
Yes/No Questions – The Reply for this criterion is <u>yes</u> .	5
Yes/No Questions – The Reply for this criterion is <u>no</u> .	0
Other Questions: 1,2,3,4,7,8,9,10,11,13,15,17,18,20,22	
The Reply for this criterion demonstrates and/or describes extensive competence, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and comprehensive understanding of the requirements and/or planning for the unforeseen. The Evaluator could not determine any significant limitations or concerns.	5
The Reply for this criterion demonstrates and/or describes clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The Evaluator could determine only minor limitations or concerns.	4

The Reply for this criterion demonstrates and/or describes a fundamental competency, adequate capability, basic approach to the subject area, apparently feasible but somewhat unclear solutions, a fair understanding of the requirements and/or a lack of staff experience and skills in some areas. The Evaluator could determine notable limitations or concerns.	3
The Reply for this criterion demonstrates and/or describes a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, somewhat unclear, a lack of understanding of the requirements and/or a lack of demonstrated experience and skills. The Evaluator could determine serious flaws and concerns.	2
The Reply for this criterion demonstrates and/or describes a significant or complete lack of understanding, an incomprehensible approach, and/or a significant or complete lack of skill and experience	1
The Reply for this criterion is so severely flawed as to render an essential element of the criterion unworkable or the criterion is not addressed.	0

#	Evaluation Criteria	Evaluator Score Scale (0-5)	Criterion Weight Factor Scale (1-5)	Criterion Points
Statement of Need (questions 1 to 6). Maximum Possible Score for the Section is 65				
1	How well does the Applicant demonstrate understanding of the target county's demographics regarding tobacco use in the county?	_____	2	_____
2	How well does the Applicant demonstrate understanding of the need for funding to address tobacco prevention and control within the target county?	_____	2	_____
3	How well does the Applicant understand the strengths and challenges of tobacco control and prevention in the county?	_____	2	_____
4	How well does the Applicant understand the county's prevalence of tobacco free environments and the community's attitudes and behaviors related to tobacco use?	_____	2	_____
5	How well does the Applicant demonstrate and identify the priority populations and existing tobacco related disparities proposed to be served by the activities, including age gender, race and ethnicity, socioeconomic status and mental health.	_____	2	_____
6	Does the Applicant cite all data and statistics used to validate the need? (State surveillance data is available to all applicants.) YES or NO	_____	3	_____
Program Plan (questions 7 to 19). Maximum Possible Score for the Section is 240.				
7	Does the Applicant address the minimum policy and infrastructure areas as outlined in the county's requirements in <i>Appendix II County Policy Infrastructure</i>	_____	_____	_____

#	Evaluation Criteria	Evaluator Score Scale (0-5)	Criterion Weight Factor Scale (1-5)	Criterion Points
	<i>Assignments?</i> YES or NO	_____	5	_____
8	How well does the Applicant demonstrate and identify how proposed strategies activities will meet S.M.A.R.T. objectives?	_____	5	_____
9	How well does the Applicant demonstrate and identify how population groups disparately affected by tobacco use will be impacted by proposed activities?	_____	5	_____
10	How well does the Applicant demonstrate expertise implementing evidence-based practices to change local policy?	_____	2	_____
11	To what extent does the Applicant describe capacity, expertise, experience, and strategy in developing and maintaining collaborative partners in the targeted county as part of the response related to the applied policy areas?	_____	3	_____
12	How well does the Applicant demonstrate and identify the roles and responsibilities of collaborative partners to support proposed activities?	_____	3	_____
13	How well does the Applicant demonstrate and identify the readiness of existing partnership to pursue policy advocacy?	_____	3	_____
14	How well does the Applicant demonstrate and identify how partners will be recruited and engaged from underrepresented populations and/or those groups disparately impacted by tobacco?	_____	3	_____
15	How well does the Applicant demonstrate and identify their knowledge of the existing Students Working Against Tobacco (SWAT) organization within the county?	_____	3	_____
16	How well does the Applicant demonstrate and identify how to engage SWAT members in local policy advocacy to achieve proposed policy outcomes?	_____	3	_____
17	How well does the Applicant demonstrate and identify strategies to integrate SWAT members into the activities of the tobacco free partnership?	_____	3	_____
18	How well does the Applicant demonstrate experience, understanding, and competence in writing each objective in the Program Plan as Specific, Measurable, Achievable, Realistic, and Timely?	_____	5	_____
19	Do the proposed policy responses under Program Plan address the initial three fiscal year grant term (2021-2024) Yes OR No	_____	5	_____
Management Plan (questions 20 to 29). Maximum Possible Score for the Section is 185.				

#	Evaluation Criteria	Evaluator Score Scale (0-5)	Criterion Weight Factor Scale (1-5)	Criterion Points
20	How well does the Applicant describe administrative structure, staff expertise and capacity, current or previous grant experience, overall mission, and how it relates to the statement of purpose for this RFA?	_____	5	_____
21	Does the Applicant comply with the demonstrated prior work experience description required by this RFA? Yes OR No	_____	5	_____
22	How well does the Applicant demonstrate experience and expertise in managing a project similar to the one in this RFA?	_____	3	_____
23	The Applicant has never had a grant revoked. Yes OR No	_____	3	_____
24	How well does the Applicant demonstrate experience, expertise, and capacity to manage the policy change activities described in the RFA?	_____	3	_____
25	How well does the Applicant demonstrate experience and expertise in developing and implementing county-based tobacco prevention and control initiatives?	_____	3	_____
26	Does the Applicant comply with the requirement to submit resumes for each staff member and complete the Staffing Qualification Survey for each staff member? Yes OR No	_____	5	_____
27	How well does the Applicant demonstrate strategy, capacity, expertise, and experience in employing competent staff to accomplish project objectives described in this RFA?	_____	3	_____
28	Is the organizational chart included and in compliance with the RFA? Yes OR No	_____	5	_____
29	How well does the Applicant demonstrate experience and strategy to financially sustain the local project once the funding period ends?	_____	2	_____
	Total Criterion Points Awarded by Evaluation Team Member	_____		_____
	Maximum Points Possible	145		490

7.3 Grant Awards

The Department intends to award a Community Based Tobacco Prevention Interventions grantee in all Florida counties. An estimated 67 awards may be granted depending on the availability of funding. Under this grant process, only one award will be made for each county.

7.4 Award Criteria

Funding decisions will be determined by the Department after consultation with the Tobacco Education and Use Prevention Advisory Council on the basis of merit as determined by the RFA.

7.5 Funding

The Department reserves the right to revise proposed plans and negotiate final funding prior to execution of contracts.

7.6 Awards

Awards will be listed on the website at:

<http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html> on or about January 13, 2021.

Section 8.0 REPORTING AND OTHER REQUIREMENTS

8.1 Post Award Requirements

Funded applicants will be required to negotiate with the BTFF staff to create and finalize the annual Work Plan.

ATTACHMENTS

Attachment I – Cover Page

Insert Attachment II here – Application Template

Insert Attachment III- RFA Annual Budget Template

Insert Attachment IV- Budget Narrative Template - Budget Narrative

Insert Attachment V- Current Prior Funded Projects Attachment 2020

Insert Attachment VI-Staff Qualification Survey

Insert Appendix I -Proposed Funding by County for Fiscal Year 2021-2022

Appendix II County Policy Infrastructure Assignments for RFA

Appendix III - Professional Staffing Qualifications

Appendix IV Policy and Infrastructure Area Descriptions

Appendix V –Standard Contract

End of RFA

ATTACHMENTS

Attachment I: Cover Page

**Bureau of Tobacco Free Florida
State and Community Intervention
Grant Application**



COVER PAGE & CERTIFICATION

Title of Project:			
Amount of Grant Funds Requested:		County to be Served:	
Applicant Name:			
Title:			
Lead Agency Name:			
Telephone Number & Extension:		Fax Number:	
Email Address:		Federal ID#	
Mailing Address:			

Applicant Organization Type:

<input type="checkbox"/> School District/University	<input type="checkbox"/> Public
<input type="checkbox"/> Non-Profit 501(3)c	<input type="checkbox"/> Health Care Facility <input type="checkbox"/> Private
<input type="checkbox"/> County Health Department	<input type="checkbox"/> For-Profit <input type="checkbox"/> Other

Official Authorized to Certify Application:			
Name:			
Title:			
Organization Name:			
Telephone Number & Extension:		Fax Number:	
Email Address:			
Mailing Address:			

Please note: The application is for the purpose of applicant selection. Final negotiation of the Work Plan will be completed after grant award.

Certification

By signing below the duly authorized representative certifies that all information, facts and figures are true and correct and that if awarded a grant, the agency will comply with the RFA, the Standard Contract, all applicable State and federal laws, regulations, grant terms and conditions, action transmittals, review guides, and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program. The organization also agrees to comply with the terms and conditions of the Department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others.

Signature & Certification of Authorized Official:	Date:
<hr style="border: 0; border-top: 1px solid blue; width: 50%; margin: 0 auto;"/> Signature	

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

REQUIRED CONTENT OF THE APPLICATION

All applicants must complete Sections 5.1, 5.2, 5.3, 5.4 and 5.5 of this application. To successfully complete this application, each applicant must refer to the County Policy Infrastructure Assignments, contained in Appendix II, to determine their required, assigned policy types and the number of additional policy areas, if any, that they are required to add from the choices provided. Each applicant is required to complete application questions only for the policy types assigned / additional policy areas selected. All applicants must complete application questions for required Outcomes in Goal 4.

Application contains the official forms of this RFA. Any alteration to the application template will result in disqualification of the application.

5.1 Project Summary

Applicants shall provide a concise one-page summary of the proposed project in 500 words or less. The proposed project should identify the main purpose of the project, activities related to building partnerships in the community, population to be served, policy areas to pursue, and expected outcomes. If a grant is awarded, the summary may be used by the Department in publications and on public websites to describe this project. The Project Summary may also be used to brief state officials and others about the proposed project.

5.2 Statement of Need (2-page limit)

BTFF is seeking qualified applicants to:

- Establish and/or maintain a Community Tobacco Free Partnership
- Establish and/or maintain one county chapter of the Students Working Against Tobacco organization.
- Authentically engage and work in partnership with community members and representatives of populations experiencing tobacco-related disparities. Build or maintain strategic partnerships within the community that maximize opportunities to advance tobacco policy change.
- Continue policy advocacy. Policy advocacy activities will be directed toward the following goals.
 - Preventing initiation among Florida's youth and young adults
 - Eliminating Floridian's exposure to secondhand smoke
 - Promoting quitting among Florida's adults and youth
 - Sustaining the infrastructure for Tobacco Free Florida
 - Identifying and eliminating tobacco-related disparities

The Statement of Need shall be used to describe the need for the proposed project specific to each county where funds are being sought. The Statement of

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

Need is not to exceed two pages. Applicants shall identify in narrative form the following information

1. Target county demographics: Describe the target county, including the number of cities and towns and characteristics of the population: education, income, health status, demographics including socioeconomic status, and prevalence of all forms of tobacco use by youth and adults.
2. Describe the need for funding to address tobacco prevention in the target county including strengths and challenges of tobacco prevention and control, the prevalence of tobacco free environments, existing tobacco-related disparities, and the attitudes and behaviors related to tobacco use.

Applicants shall cite source(s) of all data and statistics used to validate the need. State surveillance data is available to all applicants at the following locations

<http://www.flhealthcharts.com/charts/Brfss.aspx>

<http://www.flhealthcharts.com/charts/YouthTobacco.aspx>

5.3 Objectives

The program SMART objectives are included as part of the response in section 5.4.

5.4 Program Plan (12-page limit)

The Program Plan shall be used to describe proposed strategies and activities to achieve local policy change in all targeted areas as requested below. This program plan should outline activities that will occur during the initial five fiscal year grant term, 2021-2026. All counties are assigned specific policy areas in which they must work. In addition to the areas assigned, some counties must conduct additional policy work and are given the option to select to additional policy areas from a list of policy options. Refer to Appendix II County Policy Infrastructure Assignments, to ensure responses are only provided for the policy types which are applicable to the county for which you are applying. The specific required policy and infrastructure areas for each county and selected optional policy areas for some counties as listed in Appendix II must be addressed.

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.

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

Outcome 1.2 Required Policy: Policy to Counteract Tobacco Industry Influences at the Retail Point of Sale (POS)

- A. Provide current status of policies impacting tobacco industry influences at the retail point of sale in the county.
- B. Identify specific localities (cities and/or county) targeted and reasons for selecting the targets.
- C. List intended three-year outcomes or specific changes expected because of program activities. Objectives must be written to be Specific, Measurable, Achievable, Realistic, and Timebound. Applicants can provide more than one SMART Objective for the three-year period.
- D. Identify the target decision makers(s) for each SMART Objective.
- E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART Objective.
- F. Describe how population groups disparately affected by tobacco industry influences in the retail environment are to be impacted by implementing required policy changes.
- G. List each collaborative partner, including youth and/or youth-oriented organizations. Explain how relationships will be developed and maintained, and the expected roles and responsibilities of each partner.

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

The focus of this area is to enact public policy to restrict or prohibit sampling and other activities used to promote tobacco products.

- A. Provide status of policies impacting tobacco product promotions in the county.
- B. Identify specific localities (cities and/or county) targeted and reasons for selecting the targets.
- C. List intended three-year outcomes or specific changes expected because of program activities. Objectives must be written to be Specific, Measurable, Achievable, Realistic, and Timebound. Applicants can provide more than one SMART Objective for the three-year period.
- D. Identify the target decision makers(s) for each SMART Objective.
- E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART Objective.
- F. Describe how population groups disparately affected by tobacco industry influences in the retail environment are to be impacted by implementing required policy changes.
- G. List each collaborative partner, including youth and/or youth-oriented organizations. Explain how relationships will be developed and maintained, and the expected roles and responsibilities of each partner.

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

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. "Maintenance" or "Active Policy Area" is indicated on the County Policy Infrastructure Assignments document, Appendix II.

- A. Provide current status of tobacco free school policies in the county.
- B. Identify specific tobacco free school policy components, if any, that must be pursued to obtain comprehensive policy coverage for all schools within the county. Include organization(s) targeted and reasons for selecting the policy components and targets.
- C. List intended three-year outcomes or specific changes expected because of program activities. Objectives must be written to be Specific, Measurable, Achievable, Realistic, and Timely (SMART). Applicants can provide more than one SMART Objective for a three-year period.
- D. Identify the target decision maker(s) for each SMART Objective.
- E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART Objective.
- F. Describe how population groups disparately affected by tobacco use are to be impacted by implementing required policy changes.
- G. List collaborative partners that you will work with and why they are relevant. Explain how relationships will be developed and maintained and the expected roles and responsibilities of each partner.

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

- A. Provide current status of tobacco campus policies for higher education institutions in the county.
- B. Identify specific institutions to target for the implementation of tobacco free campus policies. Include reasons for selecting the targets and prior efforts to work with the institution on tobacco free campus policies.
- C. List intended three-year outcomes or specific changes expected because of program activities. Objectives must be written to be Specific, Measurable, Achievable, Realistic, and Timely (SMART). Applicants can provide more than one SMART Objective for a three-year period.
- D. Identify the target decision maker(s) for each SMART Objective.

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART Objective.

F. Describe how population groups disparately affected by tobacco use are to be impacted by implementing required policy changes.

G. List each collaborative partner. Explain how relationships will be developed and maintained and the expected roles and responsibilities of each partner.

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)

A. Provide current status of multiunit housing policies in the county.

B. Identify the multiunit housing sectors to be targeted in this county (i.e. condominiums, subsidized housing, market rate housing).

C. List intended three-year outcomes or specific changes expected because of program activities. Objectives must be written to be Specific, Measurable, Achievable, Realistic, and Timely (SMART).

D. Identify key messages to use in targeting decision makers in each housing sector.

E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART objective.

F. Describe how population groups disparately affected by tobacco use are to be impacted by implementing required policy changes.

G. List each collaborative partner. Explain how relationships will be developed and maintained and the expected roles and responsibilities of each partner.

Outcome 2.2 Creation of Tobacco Free Policies

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

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

NOTE: Public policies are those enacted by a county or city government; voluntary policies are enacted by private entities such as employers, associations, or community organizations. The components below apply to work in either Public or Organizational policies.

A. Provide current status of local level public or organizational tobacco free policies in the county. This may include policies covering bars/restaurants, workplaces, educational institutions, large community events, venues, etc.

B. Identify specific policy or policies that will be pursued. Include organization(s) targeted and reasons for selecting the policy and targets.

C. List intended three-year outcomes or specific changes expected because of program activities. Objectives must be written to be Specific, Measurable,

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

Achievable, Realistic, and Timely (SMART). Applicants can provide more than one SMART Objective for a three-year period.

D. Identify the target decision maker(s) for each SMART Objective.

E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART Objective.

F. Describe how population groups disparately affected by tobacco use will be impacted by implementing required policy changes.

G. List each collaborative partner, including youth and/or youth organizations.

Explain how relationships will be developed and maintained and the expected roles and responsibilities of each partner.

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

Work in this policy area focuses upon working with organizations to facilitate changes to improve systems that increase access to cessation. Targets may be healthcare related or organizations associated with priority populations to increase health equity.

A. Provide current status of work to establish organizational policies implemented to increase access to cessation services.

B. Identify specific organizations targeted and reasons for selecting the targets.

C. List intended three-year outcomes or specific changes expected as a result of program activities. Objectives must be written to be Specific, Measurable, Achievable, Realistic, and Timebound. Applicants can provide more than one SMART Objective for the three-year period.

D. Identify the target decision makers(s) for each SMART Objective.

E. Describe the strategies and activities necessary in achieving and implementing the policy for each SMART Objective.

F. Describe how population groups disparately affected by tobacco industry influences in the retail environment are to be impacted by implementing required policy changes.

G. List each collaborative partner, including youth and/or youth-oriented organizations. Explain how relationships will be developed and maintained, and the expected roles and responsibilities of each partner.

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

Outcome 4.1 - Required Infrastructure Area: Establish and/or Maintain Tobacco Free Partnerships

Since 2008, a community tobacco free partnership has operated in each county. Maintenance of this community tobacco free partnership is a requirement of this grant. This section shall be used by the applicant to

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project as described in the Program Plan. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends. Applicants shall identify in narrative form the following information:

Community Tobacco Free Partnership Details:

This section shall be used by the applicant to describe the agency's approach for building collaborative partnerships to deliver the proposed project as described in the Program Plan. Partnerships may vary by grantee, community need and scope of work, but all should be strategic and maximize opportunities. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends.

Applicants shall identify in narrative form the following information:

1. Identify and describe existing partnerships. Include the sector the partner represents, the nature of your collaboration, and their relevance to your organization's efforts.
2. Describe tools used by your organization to assess the readiness of potential partners to collaborate.
3. Describe your organization's plan to engage community leaders who can elevate tobacco prevention and control issues as well as identify community, elder, or youth ambassadors and champions.
4. Describe your organization's plan to identify and engage existing and new partners, including those within the community who may not work in tobacco prevention and control.
5. Describe your organization's plan to engage and work in partnership with community members experiencing tobacco-related disparities.
6. Describe the tools used by your organization to identify the training needs of new and existing partners.
7. Describe your organization's plan to leverage partner organizations to extend programmatic reach and increase program sustainability.
8. Describe your organization's plan to engage prospective and existing partners throughout the grant period.

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

Florida's Students Working Against Tobacco organization was formed in 1998. Currently, one SWAT Chapter operates in each of Florida's 67 counties. Maintenance of the county Students Working Against Tobacco

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

Chapter is a requirement of this grant. This section shall be used by the applicant to describe the agency's efforts to engage youth partners within the SWAT organization in policy advocacy while delivering the proposed project as described in the Program Plan. Applicants shall identify in narrative form the following information:

- Describe your knowledge of the current county SWAT Chapter including but not limited to structure of the organization, number of schools with active clubs, members represented, frequency of county level chapter meetings, activities of the organization, and successes and challenges.
- Describe how youth will be mobilized to address policy change in the county.
- Describe how SWAT members will be integrated into the Community Tobacco Free Partnership and its activities. Identify changes that will be made to the existing SWAT structure if any to enhance the opportunity for success in achieving required outcomes and targeted policy change objectives.
- Describe how SWAT will collaborate with other organizations in the community to promote the de-normalization of tobacco use.
- Describe your training plan for the SWAT organization including skills and abilities you wish to build and strategies for achieving this outcome.

Health Equity Special Project (3-page limit)

This section is only required of applicants in Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach, and Pinellas counties.

Applicants shall identify in narrative form the following information:

1. Plan to implement evidence-based tobacco control strategies and activities targeted to low socioeconomic status (SES) populations. These activities should include but are not limited to:
 - a. Engage community leaders, stakeholders, and organizations
 - b. Conduct data collection
 - c. Build new relationships and strengthen current relationships
2. Demonstrate track record of successfully working with low SES and their impact/improvement in at least one of the social determinants of health.

Examples include the following:

- a. Access to health care services
- b. Access to social support services
- c. Safe housing
- d. Access to healthy food options
- e. Access to transportation
- f. Job opportunities
- g. Active living opportunities
- h. Public Safety

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

3. Provide results from a community health needs assessment that provides specific information about the community and selected population. The needs assessment should have been completed within the last five (5) years and should include demographic characteristics, health status, community profile, existing tobacco control policies, and available health care systems. Data sources used to define and describe the selected population must be cited. Examples of data sources include:
 - a. Florida CHARTS - <http://www.flhealthcharts.com/charts/default.aspx>
 - b. County Health Rankings <https://www.countyhealthrankings.org/>.
 - c. City Health Dashboard <https://www.cityhealthdashboard.com/>.
 - d. Census <https://www.census.gov/>.
 - e. Census Factfinder
<https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml#>.
 - f. Community Commons <https://www.communitycommons.org/>.
4. Provide a description of how, upon award, the applicant will accomplish the following:
 - a. A five-year strategic plan for decreasing tobacco consumption among the local low SES population.
 - b. Detailed workplans and culturally appropriate policy, systems, and environmental (PSE) strategies and activities which seek to improve health equity.

5.5 Management Plan (10-page limit)

This section shall be used to describe the applicant's approach to managing the project including proposed staffing for the project and plans to sustain the program once grant funding ends.

Applicants shall identify in narrative form the following information:

1. Background information about the organization and previous grant related experience, if any, including a brief description of projects similar to the one proposed in response to the RFA. Describe the administrative structure of the organization, its overall mission and how it relates to the statement of purpose for this RFA.
2. To demonstrate prior work experience, the successful Grantee shall submit for its organization's Current and Prior Funded Projects in Attachment V.
 - a. A list of currently funded projects by subject, project dates, project location such as county, city, or region, amount awarded, funding entity including contact information, and anticipated project outcome.
 - b. A list of previously grant funded projects from the year 2014-2020 by subject, project dates, project location such as county, city, region, amount awarded, funding entity including contact information, and project outcome.
 - c. A list of all revoked grants.

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

3. Demonstrable evidence of the organization's experience related to policy change activities. Also describe applicable experience of other member organizations of the current or proposed tobacco prevention community partnership.
4. Demonstrable evidence of the organization's experience related to developing and implementing tobacco prevention and control initiatives, especially those at the county or city level, including activities, dates, scope and results.

Organizational Chart:

Provide an organizational chart that includes the project staff, subcontractors and local partner organizations and indicate how each member relates to each other. The chart should label key staff, partner organizations and core partner contacts necessary to achieve the program objectives. Labels should also include the functional role of contributors.

Staffing Plan:

Describe how the program will be staffed (e.g., paid staff and/or volunteers) Identify the number and type of positions needed, which will be full-time and which will be part-time, and qualifications proposed for each position including type of experience and training required. Identify the key staff that will be involved with the project operations and include staff qualifications, duties and experience delivering the proposed activities for this project. Appendix II shows minimum required staffing level for each county. In many cases, funding provided will allow the county to hire more than the minimum number indicated and BTFF recommends prioritizing the acquisition of staff at a level sufficient to effectively and efficiently accomplish program objectives. (Note: Staff Qualification Surveys (Attachment VI) and resumes are required for all staff who will work on the project. Completed surveys are not to exceed **three pages** per staff member).

All staff receiving payment through this grant must be tobacco free and must not use electronic nicotine delivery systems. A letter on agency letterhead certifying staff for this grant will be tobacco free is required with submission of application.

Subcontractor Use and Experience:

Describe any agencies or individuals that would be subcontracted along with their role in implementation of the project and their experience with similar funded initiatives.

Subcontracted staff receiving payment through this grant must also be tobacco free and must not use electronic nicotine delivery systems.

Attachment II: Application Template

Lead Agency: _____ Applicant Name: _____ County: _____

Training Plan:

Describe the organization's plans to provide orientation and on-going training to ensure that staff and volunteers are properly trained to reach project outcomes.

Long-term Financial Project Sustainability:

- Describe the organization's plans for financially sustaining the local project once the funding period ends.

Total Indirect Expenses \$ -

Match Requirement (7%)

Category	Description	Amount

Total Match Expenses \$ -

ATTACHMENT IV: Budget Narrative

Applicant Name:	
County:	

Budget Narrative

NOTE: All usage of Tobacco Settlement funds must be directly related to the Tobacco Prevention Program, aside from goods this also includes staff salaries being prorated to the amount of time spent on program activities.

1.	Provide justification and details (including computations) for all budget categories contained in the Budget Summary.
2.	Include only expenses directly related to the project and necessary for program implementation.
3.	Enter narrative description below each budget category description where indicated below.
Sub-contract Services: For each independent subcontractor proposed to be employed by the program provide the name of the vendor if known, or the type of sub-contractual services planned, deliverables planned, frequency of the proposed services, rate of pay, total costs, and procurement method.	
Travel: Itemize the cost of travel for personnel including travel purpose, location, and detailed costs. Show the basis of cost calculations. Travel expenses are limited for reimbursement as authorized in Section 112.061 Florida Statutes.	
Food: Indicate the cost of food to be purchased for use in events and promotions. Include the meeting/event name, cost computation, and total cost.	
Promotional Items: Itemize the type and costs of materials to be purchased or developed for use in promoting and marketing the program in the local community. Detail the programmatic benefits to be derived from the promotion and marketing materials and how they relate to achievement of the programmatic goals and objectives.	
Food and promotional item costs (combined) are limited to 2.5% of the total award	

ATTACHMENT IV: Budget Narrative

Food and promotional item costs (continued)
Marketing/Media: Itemize the costs of media advertising related to marketing and promotion of the program and marketing. Include the item description, cost computation, and total cost. Detail the programmatic benefits to be derived from the advertising and how it relates to achievement of the programmatic goals and objectives.
Office Expenses: Itemize program related supplies separately by type (office supplies, copy paper, postage, software, etc.) that are expendable or consumed during the course of the program and show the formula used to arrive at total program costs.
Office Equipment: Costs may include, but is not limited to computers, telephones, scanners, copiers, fax machines, and equipment maintenance. Itemize each equipment item; include equipment name, purpose/need, vendor (if known) and cost.

ATTACHMENT IV: Budget Narrative

Other Direct Expenses: List and describe any other expenses related to the program that is not specifically listed above. Breakout and show the computation for each line item.

Indirect Expenses: Itemize program specific costs to implement the program by pro-rata share or applicable percentage of the total costs of these items. List each item separately and show the formula used to derive at total program costs. Indirect Expenses are limited to 7.5% of the total amount of the award.

Match Requirement: Applicants must provide an annual match equivalent to 7% of their annual grant funding amount. Match will be described in their financial reports. Match may be an actual expenditure of private funds, unrecovered indirect expenses or in-kind in the form of free services or human resources. The match may include in-kind services, office support, other tangible support, or offset of costs.

ATTACHMENT V

CURRENT AND PRIOR FUNDED PROJECTS

a) Current Funded Projects:

Project Name	Project Dates	Project Location (County, City, Region)	Amount Awarded	Funding Entity and Contact Information:	Contract Information:	Anticipated Project Outcome

b) Previously Funded Projects (2014 – 2020):

Project Name	Project Dates	Project Location (County, City, Region)	Amount Awarded	Funding Entity and Contact Information:	Contract Information:	Anticipated Project Outcome

c) Revoked Grants or Contracts

Project Name	Project Dates	Project Location (County, City, Region)	Amount Awarded	Funding Entity and Contact Information:	Date and Reason Grant or Contract was Revoked

Use this additional copy of the attachment to complete a separate form for each staff member

ATTACHMENT VI

Bureau of Tobacco Free Florida
Staffing Qualification Survey

Applicant Agency _____ County _____

Staffing Qualification Survey (Three Page Limit Per Staff Member)

The Staff Qualification Survey is an assessment of the Key Personnel Qualifications (KPQs) and Knowledge, Skills and Abilities (KSAs) of individual staff members who will work on the project. **Submit a separate survey for each staff member.** One copy is included in this packet. A separate PDF of this form is attached to allow you to complete a form for each additional staff member. Not all staff members are expected to possess all KPQs or KSAs, however, the application evaluation will consider the degree to which all KPQs and KSAs are evident among proposed team members. The applicant must designate a staff person as contract lead, as well as identify and budget adequate staff to carry out all Work Plan Area Goal Activities. Appendix II County Policy Infrastructure Assignments lists the minimum number of full-time staff and FTEs for each county. Adequate staff will exceed this minimum in many cases and applicants are encouraged to prioritize adequate staffing when determining their budget allocations. Use the Professional Staffing Qualifications attachment to answer the following sections. **LIMIT 4 PAGES PER STAFF MEMBER.**

Staff member name: _____

Title: _____

Proposed percentage of time spent on grant activities: _____ (See note above RE: Appendix II)

For each **KPQ** listed, choose the statement from the list below that best describes the staff member's experience and/or training. Please select only one number for each item. Enter the number in the **Experience Rating** column next to the appropriate **KPQ**.

1. I have not had education, training or experience performing this task.
2. I have had education or training in performing the task, but have not yet performed it on the job.
3. I have performed this task on the job. My work on this task was monitored closely by a supervisor or senior employee to ensure compliance with proper procedures.
4. I have performed this task as a regular part of my job. I have performed it independently and normally without review of my supervisor or senior employee.
5. I am considered an expert in performing this task. I have supervised performance of this task or am normally the person who is consulted by other workers to assist them in doing this task because of my expertise.

For experience ratings of 3, 4, or 5, enter in the **Evidence of Successful Experience** column a brief description of previous performance that demonstrates the selected level of experience.

KPQ	Experience Rating	Evidence of Successful Experience
1. Demonstrates skill in developing and implementing strategic plans for policy change, including setting goals and objectives, identifying required		

Use this additional copy of the attachment to complete a separate form for each staff member

ATTACHMENT VI

Bureau of Tobacco Free Florida
Staffing Qualification Survey

Applicant Agency _____ County _____

resources, and assigning responsibility.		
2. Builds strategic partnerships internally and with other government, nonprofit, and private sector groups to achieve common goals.		
3. Recruits, trains, engages, manages, and maintains youth and adult volunteer leaders in policy work.		
4. Utilizes effective communication methods to raise sufficient visibility on a local issue to produce policy and social norm change.		
5. Analyzes and applies local, state and national data and resources to direct local programming, develop talking points and create educational materials.		
6. Adapts public health interventions to take into account the differences among populations and incorporate strategies to improve health equity.		
7. Manages human, financial, and information resources strategically. Manages financial affairs, including development of an annual budget in accordance with available funding levels and allowable expenses. Submits regular reports based upon progress toward annual deliverables. Demonstrates experience managing procurement and contracting.		

For each **KSA** listed, choose the statement from the list below that best describes the staff member's experience and/or training. Please select only one number for each item. Enter the number in the **Qualification Rating** column next to the appropriate **KPA**.

1. I draw on the strengths of others when this knowledge, skill or ability is required.
2. I have had education or training to build this knowledge, skill or ability, but have not yet used it on the job.

Use this additional copy of the attachment to complete a separate form for each staff member

ATTACHMENT VI

Bureau of Tobacco Free Florida
Staffing Qualification Survey

Applicant Agency _____ County _____

3. *I have applied this knowledge, skill or ability on the job under close monitoring by a supervisor or senior employee.*
4. *I have applied this knowledge, skill or ability as a regular part of my job. I have worked independently and normally without review of my supervisor or senior employee.*
5. *My strength in this knowledge, skill or ability leads others to consult me for assistance because of my expertise.*

For qualification ratings of 3, 4, or 5, enter in the **Evidence of Successful Experience** column a brief description of previous performance that demonstrates the selected level of experience.

KSA	Qualification Rating	Evidence of Successful Experience
1. Ability to apply knowledge of effective community mobilization methods for policy and social norm change within local communities, including cultural competence.		
2. Skill in building productive relationships with state and local policy makers, elected officials and agency leaders.		
3. Ability to develop community leaders within populations disparately impacted by tobacco use and to advocate for community investments that improve health equity.		
4. Effective communication skills, both verbal (e.g. public speaking, meeting facilitation) and written (e.g. training materials, reports), that build stakeholder commitment.		
5. Ability to effectively use common computer applications and learn online systems.		
6. Ability to apply strategic planning to change policy, social norms, and processes in a community setting.		
7. Ability to remain persistent even under adversity, and recover quickly from setbacks.		

Proposed Funding by County for Fiscal Year 2021-2022

County	Funding for FY 2021-2022
Alachua	\$ 177,453.00
Baker	\$ 118,896.66
Bay	\$ 177,543.22
Bradford	\$ 118,874.48
Brevard	\$ 300,982.19
Broward	\$ 397,468.85
Calhoun	\$ 118,762.72
Charlotte	\$ 170,906.85
Citrus	\$ 171,861.82
Clay	\$ 183,628.43
Collier	\$ 184,465.21
Columbia	\$ 122,523.94
DeSoto	\$ 161,887.04
Dixie	\$ 118,795.41
Duval	\$ 333,071.03
Escambia	\$ 191,231.12
Flagler	\$ 165,035.70
Franklin	\$ 118,722.53
Gadsden	\$ 118,817.42
Gilchrist	\$ 118,816.03
Glades	\$ 118,714.26
Gulf	\$ 118,750.92
Hamilton	\$ 118,739.84
Hardee	\$ 118,783.06
Hendry	\$ 140,713.94
Hernando	\$ 178,532.47
Highlands	\$ 164,700.78
Hillsborough	\$ 361,667.06
Holmes	\$ 118,782.72
Indian River	\$ 171,607.20
Jackson	\$ 120,767.44
Jefferson	\$ 118,696.05
Lafayette	\$ 118,706.53
Lake	\$ 193,667.66

County	Funding for FY 2021-2022
Lee	\$ 224,556.35
Leon	\$ 179,705.90
Levy	\$ 162,005.03
Liberty	\$ 118,694.52
Madison	\$ 118,764.07
Manatee	\$ 199,689.75
Marion	\$ 211,455.00
Martin	\$ 168,392.15
Miami-Dade	\$ 486,157.92
Monroe	\$ 121,085.32
Nassau	\$ 162,460.70
Okaloosa	\$ 178,897.99
Okeechobee	\$ 161,975.46
Orange	\$ 345,895.34
Osceola	\$ 264,125.89
Palm Beach	\$ 395,550.07
Pasco	\$ 221,306.24
Pinellas	\$ 348,395.18
Polk	\$ 239,088.00
Putnam	\$ 122,582.95
Santa Rosa	\$ 178,678.70
Sarasota	\$ 193,083.71
Seminole	\$ 203,759.76
St. Johns	\$ 183,852.31
St. Lucie	\$ 185,461.45
Sumter	\$ 121,235.00
Suwannee	\$ 119,226.26
Taylor	\$ 136,482.00
Union	\$ 118,776.25
Volusia	\$ 304,572.10
Wakulla	\$ 118,920.12
Walton	\$ 139,524.00
Washington	\$ 118,836.23

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Alachua	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Baker	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Bay	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Bradford	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Brevard	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (3 FTE)
Broward	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Calhoun	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions , 2.2 or 3.1	No	1 -100%; (1 FTE)
Charlotte	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Citrus	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Allowed optional policy	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.1, 2.2 or 3.1	No	2 -100%; (2 FTE)
Clay	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Allowed optional policy	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.1, 2.2 or 3.1	No	2 -100%; (2 FTE)
Collier	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Columbia	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
DeSoto	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Dixie	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Duval	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Escambia	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Flagler	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Franklin	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Gadsden	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Gilchrist	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Glades	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Gulf	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Hamilton	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Hardee	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Hendry	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Hernando	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Allowed optional policy	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.1, 2.2 or 3.1	No	2 -100%; (2 FTE)
Highlands	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Hillsborough	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Holmes	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Indian River	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Jackson	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Jefferson	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Lafayette	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Lake	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Lee	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Leon	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Levy	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or	No	2 -100%; (2 FTE)
Liberty	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Madison	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Manatee	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Marion	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Martin	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Miami-Dade	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Monroe	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Nassau	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Okaloosa	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Okeechobee	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Orange	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Osceola	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (3 FTE)
Palm Beach	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Pasco	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Pinellas	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	Required	2 -100%; (3 FTE)
Polk	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Putnam	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Santa Rosa	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Allowed optional policy	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.1, 2.2 or 3.1	No	2 -100%; (2 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Sarasota	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
Seminole	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
St. Johns	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	Required	N/A - K-12 Active Policy Area & SFMUH Required	No	2 -100%; (2 FTE)
St. Lucie	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (2 FTE)
Sumter	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Suwannee	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Taylor	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Union	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Volusia	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	Required	(Pick 2) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	2 -100%; (3 FTE)

County	Required Policy	Required Policy*	Required Infrastructure	Required Infrastructure	Smokefree Housing	Additional Policy Choice must select number of policies indicated (Pick #) N/A means no additional areas required	Focused Project in 3.1 Low SES Health Equity	Staffing minimum # 100% Tobacco (FTE)
Wakulla	1.2-Point of Sale	1.3-K-12 Maintenance	4.1 Tobacco Free Partnership	4.2 SWAT	No	(Pick 1) 1.2 Reduce Tobacco Product Promotions, 2.2 or 3.1	No	1 -100%; (1 FTE)
Walton	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)
Washington	1.2-Point of Sale	1.3-K-12 Active Policy	4.1 Tobacco Free Partnership	4.2 SWAT	No	N/A - K-12 Active Policy Area	No	1 -100%; (1 FTE)

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:

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

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