

**Florida Department of Health, Grant Agreement for the William G. “Bill” Bankhead, Jr., and David Coley Cancer Research Program, James and Esther King Biomedical Research Program, and Live Like Bella Initiatives**



The Florida Department of Health (Department) requires that a Grant recipient (Grantee), including its authorized agents, for the William G. “Bill” Bankhead, Jr., and David Coley Cancer Research Program; James and Esther King Biomedical Research Program; or Live Like Bella Initiative, comply with the following:

The following Funding Opportunity Announcements (FOA), including any amendments, the grant application submitted by the Grantee in response thereto (Application), and the following Grant Terms and Conditions, are hereby incorporated by reference, and made a part of this Agreement:

- a. William G. “Bill” Bankhead, Jr., and David Coley Cancer Research Program Funding Opportunity Announcement: Fiscal Year 2021/2022. Funding Opportunity Announcements can be found at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/foa-archive-page.html>.
- b. James and Esther King Biomedical Research Program Funding Opportunity Announcement: Fiscal Year 2021/2022. Funding Opportunity Announcements can be found at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/foa-archive-page.html>.
- c. Live Like Bella Pediatric Cancer Research Initiative Funding Opportunity Announcement: Fiscal Year 2021/2022. Funding Opportunity Announcements can be found at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/foa-archive-page.html>.

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**GRANT TERMS AND CONDITIONS**

1. **Compliance with Laws:** Grantee must comply with the provisions outlined in this Agreement, including all applicable federal and State of Florida laws, rules, and regulations.
2. **Grant Period and Award:** The grant titled, **Insert Full Grant Title**, total award amount, a description of the project funded by this grant, and other specific information about this grant are shown in Attachment I, Grant Information. The grant period will include the original term of the grant and all approved extensions. Awards, extensions, and payments will be made contingent upon satisfactory project performance and compliance with this Agreement. **The Department’s performance and obligation to pay under this Agreement are contingent upon annual appropriation by the Florida Legislature, and the availability of funds.**
3. **Starting the Grant Project:** This project may only begin with: a Department approved budget; a conflict of interest form signed by the Corresponding Principal Investigator (CPI) and the following documents, as applicable: an approved management plan; an Institutional Review Board (IRB) approval(s); an Institutional Animal Care and Use Committee (IACUC) approval(s); an Institutional Biosafety Committee (IBC) approval(s); and a Radiation Safety Review(s). Grantee agrees to the following:
  - a. **Starting the Grant Project:** A five percent reduction will be assessed on that invoice or the grant being terminated, at the Department’s sole discretion, if the grant project has not started within three months after the Agreement execution date.
  - b. **Institutional Authorization(s):** If the grant project requires the use of human subjects or vertebrate animals, recombinant DNA, stem cells, or radiation; the Grantee must submit to the Department the approval(s), and any applicable protocol(s) and consent form(s), within 10 days from execution of this Agreement, for all institutional authorizations including, but not limited to, an IRB, an IACUC, and an IBC approval, and a Radiation Safety Review.

Any institutional authorization must include the grant title exactly as it appears in Section 1. Grant Period and Award, of this Agreement. For additional details, review Section 26 below regarding the use of human subjects, Section 27 below regarding use of vertebrate animals, Section 28 below regarding recombinant nucleic acid, Section 29 below regarding stem cells, and Section 30 below regarding radiation safety reviews. Any changes or modifications to institutional authorizations, protocols, or consent forms must be submitted to the Department no later than 10 working days after the approved change or modification. Failure to provide the Department any approvals or changes to IRB, IACUC, or IBC approvals, or a Radiation Safety Review, will result in a 10 percent financial consequence being assessed on that invoice.

- c. **Monthly Updates:** Grantee must update the Department via email each month regarding the status of all applicable regulatory applications prior to receiving institutional authorization. Failure to update the Department as specified will result in a financial consequence of 10 percent being assessed on that invoice. Once all applicable institutional authorizations are received, and the Department has been sent a final update stating that all applications have been approved, the Grantee will no longer need to provide the Department with monthly updates.
- d. **Pending Institutional Authorizations:** The Grantee must request, in writing, from the Department's Grant Manager, authority to begin a portion of the grant project that does not deal with human subjects, vertebrate animals, recombinant DNA, stem cells, or radiation pending institutional authorization(s).
- e. **Grant Administration Manual:** For Grantees, an important reference document is the Grant Administration Manual, which contains Department policies as well as the procedures necessary for compliance with those policies. It is organized around a typical grant lifecycle. The Grant Administration Manual can be found on the Department's website in the Grant Management Forms Library and Other Resources at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>.

#### 4. **Scope of Work and Project Adjustments:**

- a. Grantee must complete all work as described in the approved application.
- b. Any changes or adjustments in the designs, aims, or research plans as proposed in the application; any changes requiring IRB, IACUC, or IBC approvals, or Radiation Safety Review; and any change that may result in a conflict of interest, must be submitted in writing and are subject to Department approval prior to the change taking place. Failure to obtain prior written approval from the Department will result in either a 20 percent financial consequence being assessed on that invoice or termination of the grant, at the Department's sole discretion.

#### 5. **Required Documentation:** Grantee must provide reports to the Department describing the impact of the research on health outcomes; scientific impact such as publications in peer-review journals, presentations, collaborations, or patents; and any subsequent additional grant funding related to the research subject. Failure to comply with the following requirements will result in either a 10 percent financial consequence being assessed on that invoice or grant termination, at the Department's sole discretion:

- a. Grantee must prepare quarterly financial reports and narrative progress reports, which include a description of the impact of the research on health outcomes and other deliverables as outlined in Attachment II. Reports must be submitted to the Department within one month of the end of each quarter and received no later than close of business 5:00 p.m., E.S.T. on the dates outlined in Attachment II. Reports must be prepared in the format specified by the Department. Failure to use the correct report templates will result in delay of payment. Quarterly report templates are provided on the Department's website located at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>.
- b. Grantee must prepare an annual and final Florida Legislative Progress Report to be used in the preparation of the statutorily required annual report to the Florida Legislature and Governor. Grantee will make all reasonable efforts to assist the Department in gathering data required for reporting to the Florida Legislature and Governor pursuant to section 381.922(6) or 215.5602(10), Florida Statutes, and other laws, as applicable, both during and after the grant period. Upon request, Grantee agrees to report to the Department a description of all outcomes resulting from this grant, including but not limited to a description of the impact of the research on health outcomes, publications, presentations, peer-reviewed journal articles, databases, additional grants and monies received,

postsecondary educational institutional involvement, patents, inventions disclosures, collaborations, and copyrights. The narrative report is intended for a general audience and should be limited to 500 words. The report is due annually by July 31. The report template is provided on the Department's website located at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>.

6. **Grant Project Deliverables:** Failure to provide the deliverables specified in Attachment II, Schedule of Deliverables and Payments, will result in a financial consequence of 10 percent being assessed on that invoice or grant termination, at the Department's sole discretion.
7. **Fiscal Quarters:** There are four quarters in the State fiscal year, consisting of three months each. The quarters are as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.
8. **Payment:** This grant has a fixed payment schedule as shown in Attachment II. Payments will be contingent on Grantee complying with this Agreement and the following:
  - a. Grantee must request payment using the Department's invoice form, located at <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>. Only allowable expenditures will be reimbursed by the Department. If the Department or the Florida Department of Financial Services (DFS) requires additional information regarding reported expenditures, the Grantee must provide the requested information no later than 10 working days from the time of notification from the Department's Grant Manager. Failure to provide additional requested information within 10 working days will result in a 10 percent financial consequence being assessed on that invoice.
  - b. Grantee will only be paid for satisfactory and timely completion of the deliverables. Payment of the final invoice for a grant will take place after the end of the grant period and all required deliverables have been received and approved by the Department. A final reconciliation of expenditures during the life of the grant will impact the final invoice. The final payment will total all reconciled grant expenditures.
  - c. Total payment received under this Agreement cannot exceed the total award amount.
9. **Key Personnel Requirements and Adjustments:** Project key personnel include the CPI, Co-PI(s), Project Director, Mentor, and other project personnel noted in the grant application. The following requirements must be met:
  - a. Commitment of any individual's effort greater than 100 percent, including all Department Biomedical Research grants, is not permitted.
  - b. Grantee must establish a system to track work effort commitments of all key personnel. Effort certification documentation must indicate the committed or actual work effort expended on the grant during the grant period as well as the percentage of effort performed for all deliverables. All effort assigned to this grant must be for work directly related to the project.
  - c. Prior Department approval is required for Project Director, Corresponding Principal Investigator, Co-PI(s), and Mentor changes. The Grantee must complete and submit to Department via email the Key Personnel Change/Change in Effort form for any changes to Project Director, Corresponding Principal Investigator, Co-PI(s), and Mentor. This form can be found at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>. Changes to any of these roles without the prior written approval of the Department will result in a 10 percent financial consequence assessed on that invoice or grant termination, at the Department's sole discretion.
  - d. Replacement of or reduction in the effort of the Project Director or CPI are not allowed within the first year and may not be decreased more than 10 percent within any one year of the grant period. The amount of effort of the Project Director or CPI must remain consistent with the approved budget and any approved changes.

- 10. Budget:** The current approved budget is the Attachment V.a., Budget Form, approved by the Department at the beginning of the grant and includes any approved budget changes.
- a. The Department will reimburse Grantee for allowable, reasonable, and necessary costs as detailed in Attachment V.b., Budget Narrative.
  - b. Budget changes may be made anytime during the life of the grant. Overspending in any category must be justified and approved by the Department prior to making such expenditure. The Grantee must complete the Budget Change Request form and submit it to the Department's Grant Manager via email. The Budget Change Request form can be found at <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>. Approved revisions to the grant budget will become effective upon approval by the Department.
  - c. The Department reserves the right to: 1) require further justification, 2) reject any disallowed costs, and 3) request new or revised budgets, as it deems necessary.
- 11. No-Cost Extension:** Requests for No-Cost Extension must meet the following requirements:
- a. Grantee must submit the Department's Request for No-Cost Extension form, including the completed Cumulative Grant Progress Report, to the Department's Grant Manager no later than three months prior to the end date of the grant specified in Attachment II. Any no-cost extension request received after the three-month deadline will not be considered by the Department for approval.
  - b. Grantee will not be eligible for more than one, six-month, no-cost extension. Grants awarded for 54 months are not eligible for a no-cost extension.
  - c. No additional grant funding will be provided to the Grantee if the no-cost extension request is approved by the Department.
- 12. Property and Equipment:** Property and equipment is defined as non-expendable, tangible property having a useful life of more than one year with a cost of \$5,000.00 or more. All property and equipment purchased with grant funds must be: 1) necessary to carry out the proposed research; 2) justified to and pre-approved by the Department; 3) inventoried and tracked throughout the grant period; and 4) protected with sufficient insurance and security safeguards. Grantee must ensure the following:
- a. All approved property and equipment must be purchased and received prior to the last three months of the grant period unless prior written approval from the Department has been obtained.
  - b. All equipment purchased with grant funds is the property of the eligible institution, and is subject to Chapter 273, Florida Statutes, dealing with state-owned tangible personal property and the disposition thereof. For research institutions not covered under Chapter 1000, Florida Statutes, equipment no longer deemed to be useful will remain state property and must be transferred or donated to a state agency or public university for redistribution or disposition.
- 13. Fiscal Accountability:** Grantee must establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department.
- a. Grantee must not commingle grant funds with other personal or business accounts. Grantee must not use grant funds to supplant or replace funds from other resources.
  - b. Grantee must maintain sufficient documentation of all grant expenditures as proof that such expenditures are allowable, reasonable, and necessary for the work performed under this agreement. Grantee may not charge the Department for the value of donated goods, services, or facilities.

- c. Grantee must develop and use a system for tracking all project costs incurred. All expenses paid with grant funds must be directly related to the project. Any grant funds utilized for purposes outside of the approved budget will be considered an overpayment and must be returned to the Department.
- d. The Department will not be responsible for any project costs incurred before or after the grant period. Only project costs incurred during the grant period are eligible for payment. All project costs are subject to Department audit, and only those required for this project during the grant period, will be allowed.
- e. Per section 112.061, Florida Statutes, reimbursement for allowed travel must be at or below the current State of Florida travel rates. In order to implement appropriations in the General Appropriations Act for State travel and notwithstanding section 112.061, Florida Statutes, costs for lodging associated with a meeting, conference, or convention organized or sponsored in whole or in part by a state agency or the judicial branch may not exceed the current State of Florida conference travel rates. The Grantee will not be reimbursed for reservations made through third party travel sites (e.g., Booking.com, Expedia, Orbitz). Grantees must submit a travel voucher form in every quarter in which they charged travel to their grant budgets. Travel is only approved within the United States, including its territories. The State of Florida Voucher for Reimbursement of Travel Expenses should be used for all travel-related expenses unless the Grantee's institutional travel voucher or expenditure form has received prior DFS approval, which must be provided to the Department for review. Support documentation for all travel-related expenses is needed, e.g., receipts for flight, hotel, parking, rental car, fuel, ground transportation, as well as registration, meeting agenda or schedule, and copy of any presentation made. Do not use acronyms or abbreviations on travel forms or documentation. The State of Florida Voucher for Reimbursement of Travel Expenses may be found at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>.

**14. Return of Funds:** The final invoice is based on a reconciliation of all costs associated with the project not to exceed the fixed amount indicated in Attachment II. The Grantee must return to the Department any overpayment of grant funds related to disallowed expenditures, funds unaccounted for due to non-submission of required deliverables, or other unused grant funds at the end of the grant period. If the Grantee or its independent auditor identifies that overpayment has been made; the Grantee must repay the overpayment within three months of grant end date. In the event the Department first discovers an overpayment has been made, the Department will notify the Grantee of such a finding. Should repayment not be made in a timely manner, the Department may withhold the amount of the overpayment from any future payments under this or any other agreement. This provision will not be a limitation on any remedies at law or equity available to the Department.

**15. Monitoring:** The Grantee must permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, or goods and services of the Grantee that are relevant to this grant, and interview any clients, subcontractors, and employees of the Grantee to assure the Department of satisfactory performance of the Terms and Conditions of this grant. Monitoring may take place at any time during the grant period or records retention period, with reasonable advance notice, during normal business hours. Following such evaluation, the Department may deliver to Grantee a written report of its findings and may include written recommendations with regard to Grantee's performance of the Terms and Conditions of this grant. Grantee will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. Grantee's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or a combination of the following: (1) Grantee being deemed in breach or default of this agreement; (2) the withholding of payments to Grantee by the Department under this or any other agreement; (3) the termination of this grant.

**16. Access to Records:** All records related to this grant will be subject at all reasonable times to inspection, review, or audit by federal, state, or personnel duly authorized by the Department. Persons duly authorized by the Department will have full access to and the right to examine any of the Grantee's grant and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained. Upon termination of the grant, and at the request of the Department, the Grantee will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Department unilaterally reserves the right to terminate this grant if the Grantee refuses to allow public access to all documents, papers, letters, or other materials subject to provision of Chapter 119, Florida Statutes, made or received by the Grantee or its contractor in conjunction with this grant.

**17. Retention of Records:** The Grantee must retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this grant for a period of six years after the end of the grant period. If an audit has been initiated and audit findings have not been resolved at the end of the six years, the records must be retained until resolution of the audit findings or litigation, which may be based on the terms of this grant. Upon completion or termination of the grant and at the request of the Department, Grantee will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified.

**18. Public Records:** The Grantee must keep and maintain public records, as defined in Chapter 119, Florida Statutes that are required by the Department to perform the services required by the grant. 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 grant term and following completion of the grant if Grantee does not transfer the public records to the Department. Upon completion of the grant, transfer to the Department at no cost, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the grant services. If Grantee transfers all public records to the Department upon completion of the grant, Grantee will destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains public records upon completion of the grant, Grantee 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 grant if Grantee refuses to allow access to all public records made or maintained by Grantee in conjunction with this grant, 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 Grantee has questions regarding the application of Chapter 119, Florida Statutes, to the Grantee's duty to provide public records relating to this Agreement, contact the custodian of public records at (850)245-4005, [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov) or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

**19. Financial Overlap:** Other Support is defined as all financial resources, whether federal, state or private, commercial or institutional, available in direct support of an individual's research endeavors, including but not limited to research grants, cooperative agreements, contracts, and institutional awards (not included are training awards, prizes, or gifts). Financial overlap is defined as accepting financial compensation from one or more other support sources for the same or substantially similar scientific aims/projects that are funded by the Department. Financial overlap is not permitted. Grantee is responsible for monitoring changes in other support for project key personnel to avoid financial overlap. Grantee is responsible for notifying the Department of such changes and for resolving overlap or requesting an amendment to prevent overlap. If financial overlap is due to receipt of an award from another funding source during the grant period, Grantee must notify the Department within 48 hours and resolve the overlap by: a) modifying the start date or project aims of the new award to eliminate the overlap or b) relinquishing one of the awards. Updated information on other support may be requested by and must be provided to the Department at any time during the grant period. Failure to notify the Department within 48 hours will result in a financial consequence of 20 percent on the invoice.

**20. Financial Conflict of Interest:** The Grantee must report to the Department any reportable interests, regardless of any conflict of interest procedures at Grantee's institution, at the time of the application and before the grant starts. Grantee must have in place an administrative process to identify and resolve financial conflicts of interest that may affect the objectivity of the proposed research. Grantee must inform the Department of any conflict of interest management plan required by Grantee's institution prior to starting research. The Department may require an additional management plan if the plan developed by Grantee's institution is not acceptable to the Department. If a reportable interest as defined by the Department arises after the grant starts, Grantee must notify the Department

within 48 hours. Failure to notify the Department within 48 hours will result in a financial consequence of 10 percent on the invoice.

**21. Assignment, Subcontracts, and Sub-grants:** The Grantee must neither assign any responsibility of this grant to another party nor subcontract for any of the work contemplated under this grant without prior written approval of the Department. Any sub-license, assignment, subcontract, or transfer otherwise occurring must be null and void. No subcontracts, or sub-grants will be authorized that involve researchers outside of the State of Florida. However, the Department may make exceptions, if the service is essential and only provided outside the state, and if the subcontract or sub-grant amount is less than 10 percent of the grant award amount. Grantee will be responsible for all work performed and all expenses incurred for this grant and for ensuring compliance with these Terms and Conditions. If the Department permits Grantee to subcontract part of the work contemplated under this grant, including entering into subcontracts with vendors for services and commodities, it is understood by Grantee that the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. To the extent permitted by Florida Statutes, Grantee, at its expense, will defend the Department against such claims. The Department must be entitled to assign or transfer, in whole or in part, its rights, duties, or obligations under this agreement to another governmental agency in the State of Florida upon giving prior written notice to Grantee.

**22. Confidentiality:** The Grantee must maintain confidentiality of all data, files, documents, papers, electronic storage media, and records, including client records, and must protect the privacy of human subjects related to this grant and all services provided. Grantee must not use or disclose any information concerning human subjects under this grant for any purpose not in conformity with applicable state and federal law or regulations (including but not limited to 45 CFR 46, 45 CFR 160, 162, and 164, 21 CFR 45, and 21 CFR 56.111) and Department Institutional Review Board policies, except upon written consent of the recipient, or his or her responsible parent or guardian, when authorized by law. Grantee must report any breach of confidentiality to the Department within 48 hours of an allegation being made. Failure to report any breach of confidentiality to the Department within 48 hours will result in a financial consequence of 10 percent on the invoice.

**23. Publications, Presentations, Patents, or Printing of Reports:** Any publications, presentations, patents, printed reports, materials designed for use by the general public (e.g., educational pamphlets), or resulting research findings related to this grant must acknowledge the appropriate funding source: Florida Department of Health, Public Health Research, Biomedical Research Program. Grantee must notify the Department of all publications, presentations, patents, printed reports, materials designed for use by the general public, and research findings as a result of this grant both during the grant period and for a period of six years after the grant ends. Return on Investment surveys will be sent to prior grantees for completion which measures the long-term impact of the research grant funds. The Grantee is to provide the Department a copy of each peer-reviewed journal article that is published. Further, if research is presented at a conference, the presentation, poster, and abstract should be submitted to the Department. If the presentation was scientific, a summary should be developed and submitted that can be understood by and provided to the general public.

**24. Public Access:** The following provisions ensure public access to materials resulting from this grant:

- a. Upon publication of their work, grantees funded through this Program are encouraged to make materials, data and databases, and software that result from this funding and which is integral to their publication, freely and expeditiously available upon request for research use by other scientists, utilizing material transfer agreements.
- b. In concert with the National Institutes of Health (NIH) notice NOT-OD-08-033, Grantee must submit or have submitted for them to the United States' National Library of Medicine's PubMed Central, an electronic version of their final, peer-reviewed manuscripts upon acceptance of the publication, to be made publicly available no later than 12 months after the official date of publication, in a manner consistent with copyright law.

**25. Patents, Copyrights, Trademarks, and Royalties:** The following provisions will apply to all inventions, including intellectual property created by this grant:

- a. All inventions will be the property of Grantee or business partner if a written agreement has been executed; and Grantee will retain the entire right, title, and interest to such.

- b. Grantee will grant the State of Florida a fully paid up, non-exclusive, non-transferable, irrevocable license to practice or have practiced or to use or have used the invention for or on behalf of the State of Florida.
- c. Grantee must disclose all inventions to the Department in the applicable quarterly report of patent application or any licensing event and will subsequently report on commercialization progress regarding patenting (filing dates and issue dates), licensing, and commercialization events. Noncompliance will result in a financial consequence of 10 percent on the invoice.
- d. Grantee will make reasonable efforts to commercialize such invention through patenting and licensing and will make reasonable efforts to give preference to Florida-based companies.
- e. If Grantee seeks to apply for copyright, trademark, or patent when commercially reasonable for any property created, developed, or invented as a result of services provided under this grant, Grantee must furnish the Department with a description of said property and a copy of any licensing obtained.
- f. During the grant period the Grantee must report to the Department, any progress in securing or exploiting such inventions, trademarks, copyrights, or patents, and for a period of six years after the grant ends.
- g. It is expressly agreed that neither Grantee nor Department transfers, by operation of this Agreement, to the other party any right in or license to any patents, copyrights, or other proprietary right owned as of the commencement date of the agreement or arising outside of the research conducted under this agreement.

**26. Policy Regarding Scientific Misconduct:** The following provisions must apply to ensure research integrity and manage scientific misconduct:

- a. Applicants for, and recipients of, grants must promptly inform the Department of any notices of scientific misconduct or suspensions. If an administrative action for scientific misconduct is imposed by the Department of Health and Human Services (HHS), by his/her own institution, or by any other regulatory agency, Grantee must notify the Department within 48 hours. Grantee must provide a copy of the final notice of the administrative action (i.e., after the disposition of any appeal) to the Department either at the time of application or within 1-month of the imposition of the administrative action. Noncompliance will result in a financial consequence of 20 percent on the invoice or grant termination.
- b. Each Grantee that receives or applies for a grant must certify establishment of administrative policies consistent with 42 CFR 50, Subpart A, "*Responsibility of PHS Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science*," and 42 CFR 94, "*Public Health Service Standards for the Protection of Research Misconduct Whistleblowers*."

**27. Human Subjects:** The following provisions must apply if the project involves human subjects:

- a. Grantee must comply with all applicable federal and state laws and regulations, including 45 CFR 46, 45 CFR 160 and 164, and 21 CFR 50, 56, 312, 812, and other applicable regulations, when research is covered by regulations or the organization has committed to applying federal regulations or equivalent protections to all research.
- b. Grantee must obtain, maintain, and provide to the Department an active Institutional Review Board (IRB) approval letter before project work can begin. The approval letter must include Corresponding Principal Investigator's name, grant title exactly as it appears in these Terms and Conditions, approval date, expiration date, and the signature of the approving authority chairperson.
- c. Grantee is responsible for safeguarding the rights and welfare of human subjects in Department-supported projects. Grantees proposing to involve human subjects in nonexempt research must provide, upon request, a copy of the organization's Assurance of Compliance with the Office of Human Research Protections (OHRP) and must establish and maintain appropriate policies and procedures for the protection of human subjects.



- d. Grantees are required to obtain and maintain approval from an IRB accredited by the Association for Accreditation of Human Research Protection Programs (AAHRPP), or an IRB acceptable to the Department, within two months of notice of award. Grantees are required to follow Department policies for reporting unanticipated problems and non-compliance involving the research to the Department.
- e. When appropriate, Grantee agrees to define the arrangements for medical care for research-related injury before the research starts and communicate it to prospective research subjects. This does not require any particular party to be responsible for such care; it requires that it be made clear to subjects through the informed consent document or process who will provide medical care and who will be responsible to pay for it, should a subject experience a research-related injury.
- f. Grantee agrees to report to the Department within 48 hours, any expiration of IRB approval, serious or continuing non-compliance, unanticipated problems involving risks to subjects or others, and any suspension or termination of IRB approval. Grantee's IRB must report to the Department when reporting to federal officials any serious or continuing non-compliance or unanticipated problem involving risks to subjects or others. Noncompliance will result in a financial consequence of 10 percent on the invoice or grant termination.
- g. During the time that one or more IRB approval(s) is expired, all activities covered by the expired IRB approval(s) must stop until approval is obtained, and expenses for those activities during the expired period will be disallowed.
- h. Grantee must comply with NOT-OD-18-014: "*NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research.*"
- i. Research subjects can receive participation payments. Grantees must provide the page of the approved IRB protocol that indicates the research participant payment form and amount. Participant payment distribution logs with all personal information redacted will be required with each invoice. The logs will serve as an accounting of incentives given to research subjects each quarter. A summary of the log must be included with each invoice that provides the total number of participant visits for the quarter, the unit cost for participant payments, visit type, and the total cost for participant payments for each quarter. An example of this required documentation can be found at: <http://www.floridahealth.gov/provider-and-partner-resources/research/grant-programs-resources/forms-library.html>.

**28. Vertebrate Animals:** If this project involves the use of vertebrate animals, the following terms apply:

- a. Grantee is responsible for the humane care and use of animals in Department-supported research activities. Grantee must abide by the Animal Welfare Act as amended (7 USC, 2131-2159) and other Federal statutes and regulations relating to animals.
- b. Grantee must obtain, maintain, and provide to the Department active verification or certification of IACUC approval before project work can begin. The verification must include Corresponding Principal Investigator name, the exact grant title, approval and expiration dates, and signature of the approving authority chairperson.
- c. Grantee must report within 48 hours to the Department, any expiration of IACUC approval, serious or continuing non-compliance, and any suspension or termination of IACUC approval. Noncompliance will result in a financial consequence of 10 percent on the invoice.
- d. During the time that the IACUC approval is expired, all activities covered by the expired IACUC approval must discontinue until a renewal is obtained, and expenses for those activities during the expired period will be disallowed.

**29. Recombinant Nucleic Acid:** All research involving Recombinant Nucleic Acid techniques must meet the requirements of the "*NIH Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules.*" The Corresponding Principal Investigator is responsible for verifying if IBC approval is warranted.

- 30. Stem Cells:** All research involving human stem cells must meet the requirements of the “*National Institutes of Health Guidelines for Human Stem Cell Research.*” The Corresponding Principal Investigator is responsible for verifying if IBC approval is warranted.
- 31. Radiation Safety Review:** All research involving radiation must meet the requirements of the “*NIH Human Research Protection Program,*” in addition to any grantee radiation safety requirements. The Corresponding Principal Investigator is responsible for verifying if a Radiation Safety Review is warranted.
- 32. Lobbying:** Pursuant to sections 11.062 and 216.347, Florida Statutes, no portion of grant funds will be used for lobbying.
- 33. Insurance:** Grantee must provide liability insurance coverage on a comprehensive basis at all times during the grant period. Upon Agreement execution, unless it is a public college or university as identified in Chapter 1004, Florida Statutes, Grantee accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Grantee and the clients to be served under this grant, if any. Upon execution of this grant, upon request, Grantee 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 of Florida. The Department reserves the right to require additional insurance where appropriate. Insurance must be secured from a company licensed to do business in the State of Florida.
- 34. Florida Single Audit Act Financial Audit:** Grantee must comply with the provisions of the Florida Single Audit Act, section 215.97, Florida Statutes, as applicable. The following provisions apply:
- a. Grantee is required to maintain separate accounting of revenues and expenditures of funds and maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this grant that evidence expenditures are:
    - 1) Allowable under the grant and applicable laws, rules, and regulations;
    - 2) Reasonable; and
    - 3) Necessary for Grantee to fulfill the obligations under these Terms and Conditions.
  - b. The aforementioned documentation is subject to review by the Department and the State Chief Financial Officer and Grantee will comply timely with any requests for documentation.
- 35. Termination:** This Agreement may be terminated in the following manner:
- a. Termination at Will: This Agreement may be terminated by either party upon no less than one month written notice provided to the other party, unless a lesser time is agreed to in writing by the parties.
  - b. Termination due to Lack of Funds: In the event funds to finance this grant become unavailable, the Department may terminate this grant upon no less than 24 hours’ notice in writing to Grantee. 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.
  - c. Payments: The final payment will be prorated based on the termination date of that period’s deliverables as outlined in Attachment II. This amount may be reduced if Grantee’s actual expenditures to date are less than total quarterly payments to date. Grantee’s actual expenditures that exceed this amount are the responsibility of the Grantee.
  - d. Termination for Breach: In the event of research non-compliance or violation of the terms of this Agreement, the Department may terminate this research grant upon no less than 24 hours’ notice in writing to Grantee.
- 36. Indemnification:** Unless Grantee is an agency or subdivision of the State of Florida or a public college or university as identified in Chapter 1004, Florida Statutes, Grantee will be liable for and must indemnify, defend, and hold

harmless the State of Florida, its officers, employees, and agents to the full extent allowed by law from all losses, expenses, claims, damages, actions, suits, and judgments, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Grantee, its agents, subcontractors, or employees during the performance or operation of this grant, whether direct or indirect, and whether to any person or tangible or intangible property. Only adjudication or judgment after highest appeal is exhausted specifically finding Grantee not liable will excuse performance of this provision.

Nothing in this grant agreement is intended to serve as a waiver of sovereign immunity, nor must anything in this grant agreement be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this grant agreement. If the Grantee is an agency or subdivision of the State of Florida, the Grantee agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grantee to whom sovereign immunity may be applicable.

### **37. Dispute, Dispute Resolution, and Renegotiation:**

- a. Failure of this Agreement to cite all applicable state and federal laws and regulations does not waive compliance requirements.
- b. Failure of the Department to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. The Department must have the right to declare any default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No Department waiver of any term, provision, condition, or covenant hereof must be deemed to imply or constitute a further Department waiver of any other term, provision, condition, or covenant hereof, and no payment by the Department must be deemed a waiver of any default hereunder.
- c. Modifications of provisions of this Agreement must be in writing and duly signed by both parties.
- d. Any dispute concerning performance of this Agreement or payment hereunder shall be decided by the Department in writing and submitted to the Grantee for review. The decision is final unless the Grantee 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 Grantee or the Department concerning this Agreement. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section 34., above.

### **38. Contact:**

- a. The Department is now using an online grant management system, PeerNet. Sign into PeerNet (<https://peernet.orau.org>) using your existing login and password. All required forms for this grant are located in PeerNet. All Principal Investigators will be able to add "contributors," including all post-execution contacts, who can upload documents for the grant they are assigned. All correspondence relating to contractual matters should be directed through PeerNet.
- b. A Vendor Ombudsman has been established within DFS, whose duties include acting as an advocate for Grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the Department of Financial Services Consumer Hotline.

### **39. Background Screening Requirements and Drug Screening Requirements:**

- a. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Grantee's officers, agents, employees, subcontractors, or assignees is

necessary (collectively individuals) in order to perform under this Agreement. (See Attachment III) In the event background screenings are required under this award, the Grantee agrees to the following:

- 1) Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
- 2) Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
- 3) Not allow the individual to begin work under this grant until that individual has been cleared by the Department.

**b. Drug Screening Requirements:** If the Grantee'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 award, then a drug test must be performed prior to the individual being allowed to start work under this grant. If an individual has already been screened by the Grantee, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to execution of this Agreement. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this grant until they have been cleared by the Department.

#### **40. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies:**

**a. 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.

**b. 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.

**c. Scrutinized Companies:** Pursuant to section 287.135, Florida Statutes, if Grantee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, regardless of the Agreement amount, this Agreement may be terminated at the option of the Department.

**41. Annual Compensation Report:** Grantee must submit Attachment III, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Grantee's executive leadership teams, to the Department's Grant Manager no later than January 31 of each contract year. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If the Grantee is exempt from filing IRS Form 990, submit the Attachment III, without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to the Grantee. In addition, the Grantee, by executing this Agreement, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in the Grantee's submitted Annual Compensation Reports.

**42. E-Verify Requirement:** Effective January 1, 2021, Grantee is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Grantee under this Agreement, pursuant to section 448.095, Florida Statutes. Also, the Grantee must include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this Agreement. The subcontractor must provide the Grantee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Grantee must maintain a copy of such affidavit for the duration of the Agreement. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Grantee of such, but the Grantee otherwise complied with this statute, the Grantee must immediately terminate the agreement with the subcontractor.

In Witness Whereof, the parties have caused this \_\_\_ page Agreement to be executed by their undersigned, duly authorized officials, and attest to have read the above Agreement and agree to the terms contained within it.

**GRANTEE:**  
**FLORIDA SUNSHINE UNIVERSITY**  
**BOARD OF TRUSTEES**

\_\_\_\_\_  
Johnna Smith  
Director, Office of Sponsored Research


\_\_\_\_\_  
Date

**FLORIDA DEPARTMENT OF HEALTH:**



\_\_\_\_\_  
Melissa Jordan, MS, MPH  
Director  
Division of Community Health Promotion

\_\_\_\_\_  
Date

**Attachment I  
Grant Information**

 <p align="center"><b>Florida Biomedical Research Programs Terms and Conditions</b></p>	
Program:	<i>William G. "Bill" Bankhead, Jr., and David Coley Cancer Research Program; or James and Esther King Biomedical Research Program; or Live Like Bella Initiative</i>
Program CSFA #:	<i>64.078 (BHC) or 64.041 (JEK) or 64.159 (LA)</i>
Grant Number:	<i>22BXX or 22KXX or 22XX</i>
Grant Mechanism:	<i>Discovery Science, etc.</i>
Grantee:	<i>Florida Sunshine University</i>
Corresponding Principal Investigator:	<i>John Smith, M.D., Ph.D.</i>
Grant Title:	<i>Targeting Melanoma Metastasis Development</i>
Grant Abstract:	<i>This research will develop strategies to improve survival from melanoma.</i>
Grant Period:	<i>Date of Execution through April 30, 2026</i>
Grant Term:	<i>6 months or 36 months or 60 months</i>
Total Grant Award:	<i>\$720,000.00</i>

**Attachment II  
Schedule of Deliverables and Payments**

 <div style="text-align: center;"> <b>Florida Biomedical Research Programs</b>  <b>Terms and Conditions</b> </div> 			
<b>William G. "Bill" Bankhead, Jr., and David Coley Cancer Research Program; or James and Esther King Biomedical Research Program; or Live Like Bella Initiative</b>			
<b>Grant Title: <span style="background-color: yellow;">Insert Full Grant Title</span></b>			
Del. #	Deliverable	Period Covered	Due Dates by COB 5:00 p.m., E.S.T.
<b>FISCAL YEAR 2021-2022</b>			
1	<ul style="list-style-type: none"> <li>• 4<sup>th</sup> Quarter Progress Report</li> <li>• 4<sup>th</sup> Quarter Financial Report</li> <li>• 4<sup>th</sup> Quarter Expenditure Report</li> <li>• Proof of Liability Insurance</li> <li>• Invoice for \$TBD</li> </ul>	Date of Execution - June 30, 2021	July 30, 2021
1	<ul style="list-style-type: none"> <li>• Florida Legislature Progress Report *See Section 4.b.</li> </ul>	Date of Execution – June 30, 2021	July 30, 2021
<b>FISCAL YEAR 2022-2023</b>			
2	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Quarter Progress Report</li> <li>• 1<sup>st</sup> Quarter Financial Report</li> <li>• 1<sup>st</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	July 1, 2021 – September 30, 2021	October 29, 2021
3	<ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Quarter Progress Report</li> <li>• 2<sup>nd</sup> Quarter Financial Report</li> <li>• 2<sup>nd</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	October 1, 2021 – December 31, 2021	January 31, 2022
4	<ul style="list-style-type: none"> <li>• 3<sup>rd</sup> Quarter Progress Report</li> <li>• 3<sup>rd</sup> Quarter Financial Report</li> <li>• 3<sup>rd</sup> Quarter Expenditure Report</li> <li>• Proof of Liability Insurance</li> <li>• Invoice for \$TBD</li> </ul>	January 1, 2022 – March 31, 2022	April 29, 2022
5	<ul style="list-style-type: none"> <li>• 4<sup>th</sup> Quarter Progress Report</li> <li>• 4<sup>th</sup> Quarter Financial Report</li> <li>• 4<sup>th</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	April 1, 2022 – June 30, 2022	July 29, 2022
5	<ul style="list-style-type: none"> <li>• Florida Legislature Progress Report *See Section 4.b.</li> </ul>	July 1, 2021 – June 30, 2022	July 29, 2022

<b>Del. #</b>	<b>Deliverable</b>	<b>Period Covered</b>	<b>Due Dates by COB 5:00 p.m., E.S.T.</b>
	<b>FISCAL YEAR 2023-20234</b>		
6	<ul style="list-style-type: none"> <li>1<sup>st</sup> Quarter Progress Report</li> <li>1<sup>st</sup> Quarter Financial Report</li> <li>1<sup>st</sup> Quarter Expenditure Report</li> <li>Invoice for \$TBD</li> </ul>	July 1, 2022 – September 30, 2022	October 31, 2022
7	<ul style="list-style-type: none"> <li>2<sup>nd</sup> Quarter Progress Report</li> <li>2<sup>nd</sup> Quarter Financial Report</li> <li>2<sup>nd</sup> Quarter Expenditure Report</li> <li>Invoice for \$TBD</li> </ul>	October 1, 2022 – December 31, 2022	January 31, 2023
8	<ul style="list-style-type: none"> <li>3<sup>rd</sup> Quarter Progress Report</li> <li>3<sup>rd</sup> Quarter Financial Report</li> <li>3<sup>rd</sup> Quarter Expenditure Report</li> <li>Proof of Liability Insurance</li> <li>Invoice for \$TBD</li> </ul>	January 1, 2023 – March 31, 2023	April 28, 2023
9	<ul style="list-style-type: none"> <li>4<sup>th</sup> Quarter Progress Report</li> <li>4<sup>th</sup> Quarter Financial Report</li> <li>4<sup>th</sup> Quarter Expenditure Report</li> <li>Invoice for \$TBD</li> </ul>	April 1, 2023 – June 30, 2023	July 31, 2023
9	<ul style="list-style-type: none"> <li>Florida Legislature Progress Report *See Section 4.b.</li> </ul>	July 1, 2022 – June 30, 2023	July 31, 2023
	<b>FISCAL YEAR 2024-2025</b>		
10	<ul style="list-style-type: none"> <li>1<sup>st</sup> Quarter Progress Report</li> <li>1<sup>st</sup> Quarter Financial Report</li> <li>1<sup>st</sup> Quarter Expenditure Report</li> <li>Invoice for \$TBD</li> </ul>	July 1, 2023 – September 30, 2023	October 31, 2023
	<b>IF REQUESTING A 6-MONTH NO-COST EXTENSION SUBMIT THE FOLLOWING:</b> <ul style="list-style-type: none"> <li>No-Cost Extension Request Form</li> <li>Cumulative Grant Progress Report</li> </ul>	Life of the Grant	January 31, 2024
11	<ul style="list-style-type: none"> <li>2<sup>nd</sup> Quarter Progress Report</li> <li>2<sup>nd</sup> Quarter Financial Report</li> <li>2<sup>nd</sup> Quarter Expenditure Report</li> <li>Invoice for \$TBD</li> </ul>	October 1, 2023 – December 31, 2023	January 31, 2024
12	<ul style="list-style-type: none"> <li>3<sup>rd</sup> Quarter Progress Report</li> <li>3<sup>rd</sup> Quarter Financial Report</li> <li>3<sup>rd</sup> Quarter Expenditure Report</li> <li>Proof of Liability Insurance</li> <li>Invoice for \$TBD</li> </ul>	January 1, 2024 – March 31, 2024	April 30, 2024
13	<ul style="list-style-type: none"> <li>4<sup>th</sup> Quarter Progress Report</li> <li>4<sup>th</sup> Quarter Financial Report</li> <li>4<sup>th</sup> Quarter Expenditure Report</li> <li>Invoice for \$TBD</li> </ul>	April 1, 2024 – June 30, 2024	July 31, 2024
13	<ul style="list-style-type: none"> <li>Florida Legislature Progress Report *See Section 4.b.</li> </ul>	July 1, 2023 -June 30, 2024	July 31, 2024
	<b>FISCAL YEAR 2025-2026</b>		



14	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Quarter Progress Report</li> <li>• 1<sup>st</sup> Quarter Financial Report</li> <li>• 1<sup>st</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	July 1, 2025 – September 30, 2025	October 31, 2025
15	<ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Quarter Progress Report</li> <li>• 2<sup>nd</sup> Quarter Financial Report</li> <li>• 2<sup>nd</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	October 1, 2025 – December 31, 2025	January 31, 2026
16	<ul style="list-style-type: none"> <li>• 3<sup>rd</sup> Quarter Progress Report</li> <li>• 3<sup>rd</sup> Quarter Financial Report</li> <li>• 3<sup>rd</sup> Quarter Expenditure Report</li> <li>• Proof of Liability Insurance</li> <li>• Invoice for \$TBD</li> </ul>	January 1, 2026 – March 31, 2026	April 30, 2026
17	<ul style="list-style-type: none"> <li>• 4<sup>th</sup> Quarter Progress Report</li> <li>• 4<sup>th</sup> Quarter Financial Report</li> <li>• 4<sup>th</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	April 30, 2026 – June 30, 2026	July 31, 2026
17	<ul style="list-style-type: none"> <li>• Florida Legislature Progress Report *See Section 4.b.</li> </ul>	July 1, 2024 – June 30, 2025	July 31, 2025
	<b>FISCAL YEAR 2026-2027</b>		
18	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Quarter Progress Report</li> <li>• 1<sup>st</sup> Quarter Financial Report</li> <li>• 1<sup>st</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	July 1, 2026 – September 30, 2026	October 31, 2026
19	<ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Quarter Progress Report</li> <li>• 2<sup>nd</sup> Quarter Financial Report</li> <li>• 2<sup>nd</sup> Quarter Expenditure Report</li> <li>• Invoice for \$TBD</li> </ul>	October 1, 2026 – December 31, 2026	January 30, 2027
	<b>IF REQUESTING A 6-MONTH NO-COST EXTENSION SUBMIT THE FOLLOWING:</b> <ul style="list-style-type: none"> <li>• No-Cost Extension Request Form</li> <li>• Cumulative Grant Progress Report</li> </ul>	Life of the Grant	January 30, 2027
20	<ul style="list-style-type: none"> <li>• Final Cumulative Grant Progress Report</li> <li>• Final Financial Report</li> <li>• Final Expenditure Report</li> </ul>	Life of the Grant	June 30, 2026
20	<ul style="list-style-type: none"> <li>• Final Invoice is based on a reconciliation of all costs associated with the project not to exceed \$TBD</li> </ul>	January 1, 2026 – April 30, 2026	June 30, 2026

# **ANNUAL COMPENSATION REPORTING FORM**

**INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION REPORTING FORM**

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

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	FDOH Contract #
Email	UEI/DUNS #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)
Business legal Name	Insert the exact name as shown on the IRS Tax Id registration certificate, Florida Sun Biz, MFMP registration or the organization name on the FDOH contract agreement. If the contract legal name is different from the registered legal name, please coordinate and contact your FDOH’s assigned Contract Manager.
Street Address	Input the mailing or physical address including zip code your organization uses for formal communication. This address may be different from the operating address/es where clients receive services
Telephone	Provide a direct ten (10) digits phone contact including extension number when applicable for follow up questions and inquiries.
FDOH Contract #	Insert all contract numbers for which your organization either received from FDOH as assets (equipment) and/or cash receipts during the reporting fiscal year.
Email	Please provide a secure email address for official business communications with FDOH.
UEI/DUNS #	Obtaining a DUNS number is a requirement for all grantees of federal funds. If your organization is funded with any federal funds (e.g. your contract agreement is labeled with an Assistance Listing Number (ALN, formerly CFDA), please input your DUNS or your assigned Unique Entity Identifier (UEI) number in this box.
FEIN/Tax Id	Please insert your exact nine (9) digits registered Tax Identification number. This should be the same as the Tax Id number on the FDOH contractual agreement. If different, please coordinate with your FDOH assigned Contract Manager.

Parent FEIN/Tax Id	If your organization is either a franchise, affiliate or report to a higher group or organization, please include her the parent (higher level) or affiliate organization’s Tax Id number.
<input type="checkbox"/> <b>Check here if 50% or more of your organization’s revenues come from Federal, State or Other grant funds</b>	
Check Box #1 (50% or More)	Check this box to indicate if your organization total revenues/receipts come from a combination of federal funds, state funds and other grant funds that could include but not limited to local city county municipalities, hospitals, educational institutions, foundations, etc.
<input type="checkbox"/> <b>Not Exempt</b>	<b>Choose an item. Choose an item.</b>
Check box #2 (Filing Status) – Not Exempt	<p>Checked this box if your organization is required to file a 990 form annually to the Internal Revenue Services which is a requirement for non-profits organizations under the IRS codes. Next,</p> <p>move across under “Organization Types” and select the organization type from the dropdown menu closest to your organization type, then</p> <p>move across under “Reported Status” and select the IRS 990 form type and reporting status based on the IRS filing for the fiscal year being reported. Next,</p> <p>move to the “<b>Attestation Box</b>” for completion, signature and submission.</p>
<input type="checkbox"/> <b>Exempt From 990</b>	<b>Choose an item. Choose an item.</b>
Check box #3 (Filing Status) – Exempt	<p>Checked this box if check Box #2 above did not apply to your organization and your organization is exempt from filling an IRS 990 form under the IRS codes. Next,</p> <p>move across and select the organization type from the dropdown menu closest to your organization type, then</p> <p>move across and select your organization exemption type and/or your total annual receipts range based on the IRS filing criteria. Next,</p> <p>move to the “Top 5 Highest Paid Officers” to input your organization compensation/benefits.</p>
<b><u>Top 5 Highest Paid Officers</u></b> <b><u>(Name/Title)</u></b>	<b><u>Total Amount Paid in Compensation and Benefits</u></b>
Top 5 Highest Paid Officers	<p>Please list;</p> <ol style="list-style-type: none"> <li>1) the names, titles and</li> <li>2) total dollar amounts of the entity’s Executive Team highest paid.</li> </ol> <p>This includes all benefits, bonuses, severances real-property as gifts, gifts in the form of cash, other payout, cash-in leave etc.</p> <p>If your entity does not have less than 5 employees or executives, list the maximum number as applicable to your entity and insert a comment under the remaining names/titles to indicate the number of individuals employed in your organization or in your executive team (do not leave any of the 5 name/title fields blank).</p>

	<ul style="list-style-type: none"> <li>▪ move to the “<b>Attestation Box</b>” for completion, signature and submission.</li> </ul>
<p align="center"><b>II attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 (<a href="#">Click Here to access the Pay Table</a>).</b></p>	
<p>Attestation Check Box</p>	<p>This box Must be checked with an authorizing signature to be considered as a valid submission. Checking this box indicates to the following;</p> <p>No individual in your Executive Team received a salary/compensation package greater than the published Federal Executive Pay Scale Threshold (Level II).</p> <p>If the total compensation for any of the top paid executive exceeds the federal threshold, your organization Must submit a separate attachment detailing fund source/s of where the excess salary/compensation amounts are paid or covered by. The attestation signature means that no salary/compensation in excess of the federal threshold was paid from federal/state/other grant funds.</p> <p>Please provide and print the name/title and date of the authorizing signature official who is attesting for the accuracy of this submission.</p>

## Additional Resources

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

## Exempt Organization Types and Guidance from IRS

- [Charitable Organizations](#)

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

- [Churches and Religious Organizations](#)

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

- [Private Foundations](#)

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

- [Political Organizations](#)

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

- [Other Nonprofits](#)

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

Date of Signature: \_\_\_\_\_

[INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION REPORTING FORM](#)

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

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



<input type="checkbox"/> <b>Not Exempt</b>	<b>Choose an item.</b>	<b>Choose an item.</b>
Check box #2 (Filing Status) –Not Exempt	<p>Checked this box if your organization is required to file a 990 form annually to the Internal Revenue Services which is a requirement for non-profits organizations under the IRS codes. Next,</p> <ul style="list-style-type: none"> <li>▪ move across under “Organization Types” and select the organization type from the dropdown menu closest to your organization type, then</li> <li>▪ move across under “Reported Status” and select the IRS 990 form type and reporting status based on the IRS filing for the fiscal year being reported. Next,</li> <li>▪ move to the “<b>Attestation Box</b>” for completion, signature and submission.</li> </ul>	
<input type="checkbox"/> <b>Exempt From 990</b>	<b>Choose an item.</b>	<b>Choose an item.</b>
Check box #3 (Filing Status) – Exempt	<p>Checked this box if check Box #2 above did not apply to your organization and your organization is exempt from filling an IRS 990 form under the IRS codes. Next,</p> <ul style="list-style-type: none"> <li>▪ move across and select the organization type from the dropdown menu closest to your organization type, then</li> <li>▪ move across and select your organization exemption type and/or your total annual receipts range based on the IRS filing criteria. Next,</li> <li>▪ move to the “Top 5 Highest Paid Officers” to input your organization compensation/benefits.</li> </ul>	
<u><b>Top 5 Highest Paid Officers (Name/Title)</b></u>	<u><b>Total Amount Paid in Compensation and Benefits</b></u>	
Top 5 Highest Paid Officers	<p>Please list;</p> <ol style="list-style-type: none"> <li>3) the names, titles and</li> <li>4) total dollar amounts of the entity’s Executive Team highest paid.</li> </ol> <p>This includes all benefits, bonuses, severances real-property as gifts, gifts in the form of cash, other payout, cash-in leave etc.</p> <p>If your entity does not have less than 5 employees or executives, list the maximum number as applicable to your entity and insert a comment under the remaining names/titles to indicate the number of individuals employed in your organization or in your executive team (do not leave any of the 5 name/title fields blank).</p> <ul style="list-style-type: none"> <li>▪ move to the “<b>Attestation Box</b>” for completion, signature and submission.</li> </ul>	
<input type="checkbox"/> <b>I attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 (<a href="#">Click Here to access the Pay Table</a>).</b>		
Attestation Check Box	<p>This box Must be checked with an authorizing signature to be considered as a valid submission. Checking this box indicates to the following;</p> <ol style="list-style-type: none"> <li>4. No individual in your Executive Team received a salary/compensation package greater than the published Federal Executive Pay Scale Threshold (Level II).</li> <li>5. If the total compensation for any of the top paid executive exceeds the federal threshold, your organization Must submit a separate attachment detailing fund source/s of where the excess salary/compensation amounts are paid or covered by. The attestation signature means that no salary/compensation in excess of the federal threshold was paid from federal/state/other grant funds.</li> <li>6. Please provide and print the name/title and date of the authorizing signature official who is attesting for the accuracy of this submission.</li> </ol>	

## Additional Resources

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

## Exempt Organization Types and Guidance from IRS

- [Charitable Organizations](#)

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

- [Churches and Religious Organizations](#)

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

- [Private Foundations](#)

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

- [Political Organizations](#)

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

- [Other Nonprofits](#)

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



### Attachment IV Reportable Financial Interests



Florida Department of Health Financial Conflict of Interest in Research	
<b>Principal Investigator:</b>	
<b>Grant Title:</b>	
<b>Grant Number:</b>	
Step 1: Use the following tests to determine if the researcher and the researcher's immediate family, or any other personnel on the grant (sub-investigators and research staff) and their immediate families, have any of the following financial interests related to the research:	
<p>"Immediate Family" means spouse, domestic partner, children, and dependents.</p> <p>"Financial Interest Related to the Research" means financial interest in the sponsor, product or service being tested, or competitor of the sponsor.</p> <div style="border: 1px dashed black; padding: 10px; margin: 10px 0;"> <input type="checkbox"/> Ownership interest, stock options, or other financial interest of any value related to the research. Does not include mutual funds or companies publicly traded on a stock exchange.  <input type="checkbox"/> Compensation of any value related to the research.  <input type="checkbox"/> Proprietary interest related to the research of any value including, but not limited to, a patent, trademark, copyright or licensing agreement.  <input type="checkbox"/> Board or executive relationship in a company (such as a startup company but including publicly traded companies) related to the research, regardless of compensation.  <input type="checkbox"/> Any arrangement where the value of the ownership interests will be affected by the outcome of the research. For example, an arrangement has been made where the value of stock options given to the researcher by a startup company will vary depending on the outcome of the research.  <input type="checkbox"/> Any other interest that could be affected by the outcome of the research         </div>	
If any of the following above conditions are met, provide a description of financial interests related to the research:	
<input type="checkbox"/> The grantee has no financial interests requiring disclosure	
Signed _____	Dated _____
Failure to disclose financial interests related to the research, and failure to provide an updated disclosure at least at the time of the continuation request or if the financial interests of the researcher and personnel on the grant change, may result in: <ul style="list-style-type: none"> <li>- Immediate termination of the grant.</li> <li>- Financial consequences, including repayment of all grant funds.</li> <li>- Any other action required by state law.</li> </ul>	

## **Attachment V: Reportable Events for Research Involving Human Subjects**

Researchers must report to the Department within 48 hours any of the following reportable events, regardless of whether IRB has oversight over the research:

- Adverse events and adverse outcomes which in the opinion of the Principal Investigator are both unexpected and related and suggest that the research places subjects or others at a greater risk of harm than was previously known or recognized.
- Any interim analysis or safety monitoring report indicating the frequency or magnitude of harms or benefits may be different than initially presented to the IRB.
- Any breach of confidentiality.
- Any change in FDA labeling or withdrawal from marketing of a drug, device, or biologic used in a research protocol.
- Any change to the protocol taken without prior IRB review to eliminate an apparent immediate hazard to a research subject.
- Any incarceration of a subject in a protocol not approved to enroll prisoners.
- Any event that requires prompt reporting to the sponsor.
- Any sponsor-imposed suspension for risk.
- Any protocol violation (meaning an accidental or unintentional change to the IRB approved protocol) that harmed subjects or others or that indicates subjects or others may be at increased risk of harm or has the potential to recur.
- Any unanticipated adverse device effect.
- Any non-compliance identified by Department of Health audit or monitoring.
- Any investigation by FDA or OHRP or other federal agency of research (not just including this study) by any researcher on the study.
- Any loss of license or hospital privileges by any researcher on the study.



**Attachment VI.a.:  
 Grant Budget**



The budget must include the entire proposed project cost broken down by category and State fiscal year (July 1 – June 30). The total budget may not exceed the award amount. Please note the table below is an embedded Excel worksheet. Double click to activate spreadsheet.

	STATE FISCAL YEAR 1 (4/1/21 - 06/30/21)	STATE FISCAL YEAR 2 (07/01/21 - 06/30/22)	STATE FISCAL YEAR 3 (07/01/22 - 06/30/23)	STATE FISCAL YEAR 4 (07/01/23 - 6/30/24)	STATE FISCAL YEAR 5 (07/01/24 - 6/30/25)	STATE FISCAL YEAR 6 (07/01/25 - 3/31/26)	TOTAL BUDGET
<b>BUDGET CATEGORY</b>							
Personnel / Fringe Benefits	\$ -	\$ -	\$ -	\$ -			\$ -
Consultants	\$ -	\$ -	\$ -	\$ -			\$ -
Consortium / Contractual	\$ -	\$ -	\$ -	\$ -			\$ -
Equipment	\$ -	\$ -	\$ -	\$ -			\$ -
Supplies	\$ -	\$ -	\$ -	\$ -			\$ -
Travel	\$ -	\$ -	\$ -	\$ -			\$ -
Patient Care	\$ -	\$ -	\$ -	\$ -			\$ -
Other	\$ -	\$ -	\$ -	\$ -			\$ -
<b>DIRECT COST SUBTOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>
Indirect	\$ -	\$ -	\$ -	\$ -			\$ -

**GRANTEE**  
 Signature of Authorized Official:

**FLORIDA DEPARTMENT OF HEALTH**  
 Signature of Authorized Official:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

Bonnie Gaughan-Bailey, MPA, ASQ-CQIA

Title:

Title:

\_\_\_\_\_

Deputy Director, Public Health Research

Date:

Date:

Vendor Identification Number: \_\_\_\_\_

**Attachment VI.b.:  
 Budget Narrative by State Fiscal Year**

The budget narrative must provide a cost breakdown for each budget category by State fiscal year for the entire grant period. The numbers in the budget narrative should coincide with the total budget by year and category as shown in Attachment VI.a. Please justify expenditures in each category as it relates to the project. Where appropriate, include details that show how the estimated cost was calculated. Use additional sheets as necessary. Please note the table below is an embedded Excel worksheet. Double click to activate spreadsheet.

Name	Role on Project	Type of Appt. (months)	% Effort on Project	Annual Base Salary	Fringe	Project Salary (% effort x base salary)	Project Fringe (% effort x fringe)	Total
			0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PERSONNEL COST:</b>								<b>\$0.00</b>
<i>*Insert rows as needed*</i>								

**Personnel/Fringe:**

**Consultant:**

**Consortium /Contractual:**

**Equipment:**

**Supplies:**

**Travel:**

**Patient Care:**

**Other Expenses:**

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Scott A. Rivkees, MD**  
State Surgeon General

**Vision:** To be the Healthiest State in the Nation

## ATTACHMENT VII

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

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

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

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

2.   X   **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.
3. \_\_\_\_\_ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

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

## MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Revised 02.01.2019

FDOH, Division of Administration - Federal Compliance and Audit Management Section

Contract #22\_XX

## **AUDIT GUIDANCE**

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

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

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

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

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.



**PART II: STATE FUNDED**

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

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

**Note:** An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

### PART III: OTHER AUDIT REQUIREMENTS

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

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

#### **TYPES:**

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

**PART IV: REPORT SUBMISSION**

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

A. The Department of Health as follows:

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

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

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

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

B. The Auditor General's Office as follows:

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

One paper copy mail to:

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

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>

B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

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

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

**PART V: RECORD RETENTION**

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text**

## EXHIBIT 1

Contract #: **22 XX**

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

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

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

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

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

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

---

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

State financial assistance subject to section 215.97, Florida Statutes: **CSFA#** \_\_\_\_\_  
Title: Insert Funding Source Program \$ \_\_\_\_\_

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES \$ \_\_\_\_\_

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

All direct costs must be specifically and directly related to the project, necessary for the project's completion, adequately justified, and made during the active grant period. Any other costs are disallowed. Additionally, the following items shall NOT be paid for with grant funds: Florida Department of Health personnel salary, construction, renovation, or remodeling, international travel (including Canada), vehicles, entertainment, employment subsidies, dues/membership fees, lobbying, meals/food (other than as part of travel costs), malpractice insurance premiums.

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

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

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**Matching and Maintenance of Effort \***

Matching resources for federal Agency(s):

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

Maintenance of Effort (MOE):

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

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

## **EXHIBIT 2**

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

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are “higher education entities” as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

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

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

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

- \_\_\_\_\_ Service Organization (SO) subject to SSAE18 reporting requirements

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

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

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

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

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

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

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

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

**End of Text**

## **EXHIBIT 3**

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

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

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

The electronic copy of the SARP should:

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

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

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

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

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

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

## EXHIBIT 4

### Single Audit Data Collection Form

#### Part 1: GENERAL INFORMATION

**1. Fiscal period ending date for the Single Audit.**

Month	Day	Year
/	/	

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

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b. Are multiple EINs covered in this report  Yes  No  
 c. If "yes", complete No. 3.

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

Employer Identification #	Name of Entity																																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table>																																																																	_____ _____ _____ _____

**4. AUDITEE INFORMATION**

a. Auditee name: \_\_\_\_\_  
 Auditee Primary DUNS#: \_\_\_\_\_

b. Auditee address (number and street)  
 \_\_\_\_\_  
 \_\_\_\_\_

City \_\_\_\_\_  
 State \_\_\_\_\_ Zip Code \_\_\_\_\_

c. Auditee contact  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

d. Auditee contact telephone  
 (    )    -    \_\_\_\_\_

e. Auditee contact FAX  
 (    )    -    \_\_\_\_\_

f. Auditee contact E-mail  
 \_\_\_\_\_

**5. PRIMARY AUDITOR INFORMATION**

a. Primary auditor name: \_\_\_\_\_

b. Primary auditor address (number and street)  
 \_\_\_\_\_  
 \_\_\_\_\_

City \_\_\_\_\_  
 State \_\_\_\_\_ Zip Code \_\_\_\_\_

c. Primary auditor contact  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

d. Primary auditor contact telephone  
 (    )    -    \_\_\_\_\_

e. Primary auditor E-mail  
 (    )    -    \_\_\_\_\_

f. Audit Firm License Number  
 \_\_\_\_\_

**AUDITEE CERTIFICATION** Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

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