



Governance Policies
Version 13
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Central Florida Disaster Medical Coalition (CFDMC) Bylaws

Adopted: 2-17-14
Amended: 12-16-14
Amended: 8-18-15
Amended: 1-17-17
Amended: 2-20-17
Amended: 4-17-18
Amended: 8-28-18
Amended: 3-6-19
Amended 4-24-19

ARTICLE 1 – NAME

These are the bylaws of the “Central Florida Disaster Medical Coalition,” which is also known as and/or referred to as the CFDMC or the Coalition. CFDMC is a not-for-profit corporation operating under the laws of the State of Florida. CFDMC is recognized as the ASPR designated healthcare coalition in Region 5.

ARTICLE 2 – MISSION

The mission of the CFDMC is to develop and promote healthcare emergency preparedness and response capabilities in the East Central Florida Domestic Security Task Force Region 5 (RDSTF Region 5), including the following nine counties: Brevard, Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties. The CFDMC will facilitate healthcare organizations and other partners in working together collaboratively to build, strengthen, and sustain a healthcare preparedness and response system within Central Florida and to assist Emergency Management and Emergency Support Function (ESF)-8 (Health and Medical) with the National Preparedness Goal identified five mission areas: Prevention, Protection, Mitigation, Response, and Recovery as related to healthcare disaster operations. The major goals of the CFDMC are:

- 1) Facilitate information sharing among participating CFDMC Members and jurisdictional authorities to promote common situational awareness;
- 2) facilitate resource support by expediting the mutual aid process or other resource sharing arrangements among CFDMC Members and support the request and receipt of assistance from local, state, and federal authorities;
- 3) facilitate the interface between the CFDMC and appropriate jurisdictional authorities to establish effective support for healthcare system resiliency and medical surge; and
- 4) build and/or strengthen local health capacity and capabilities prior to, during, and after a disaster or emergency.

ARTICLE 3 – VISION

To create and sustain a resilient community with a common purpose and voice, subsequently protecting and saving lives during disasters of all types and sizes.

ARTICLE 4 – FUNCTIONS

The functions of CFDMC are:

- To develop, refine and sustain a healthcare coalition governance infrastructure capable of receiving, prioritizing, distributing, and monitoring local, state and federal grant funding for healthcare emergency preparedness, and evaluation of capabilities and capacities achieved
- To determine risks and threats related to the healthcare system and participate with other response partners in identifying all risks and threats within Central Florida
- To perform and maintain resource assessments, including identifying and prioritizing healthcare assets and essential services
- To determine gaps in healthcare preparedness and identify resources for mitigation of the gaps
- To facilitate coordination of emergency preparedness activities for the healthcare system, including:
 - planning to prepare the healthcare system for a disaster
 - planning for at-risk individuals and those with special medical/behavioral health needs
 - acquiring and maintaining adequate equipment/supplies for response
 - provision of training to assist healthcare responders to develop necessary response skills
 - improving healthcare response capabilities through coordinated exercises and evaluation
 - ensuring overall readiness through coordination of emergency preparedness activities
- To seek new funding sources and integrate and leverage all funding streams to create and sustain capabilities
- To provide a forum for the healthcare community to interact with one another and other response entities at a community, county, regional, state and national level and to promote preparedness throughout the healthcare community through standardized practices and integration with other response partners
- To lead and champion interagency and interdisciplinary collaboration, coordination, and cooperation across all coalition partners
- To assist Emergency Management and ESF8 with multi-agency communication and coordination during a response and recovery.
- To assist healthcare organizations in understanding and complying with new emergency preparedness requirements.

ARTICLE 5 – MEMBERSHIP COMPOSITION & ROLES / RESPONSIBILITIES

The CFDMC Membership shall be comprised of individuals and organizations that represent the healthcare preparedness and response disciplines in all communities in the nine counties included within the boundaries of the CFDMC: Brevard, Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties. Membership will be representative of both the geographic diversity of Central Florida, and representative of the diverse healthcare and other essential partners.

Composition: The composition of the CFDMC, including Membership groups and the roles and responsibilities of each group, are outlined below:

CFDMC Executive Committee: General management of the CFDMC shall be vested in the CFDMC Executive Committee, comprised of the two appointed Regional Domestic Security Task Force (RDSTF) Health and Medical Co-Chairs, who serve as permanent members of the Executive Committee and the Board of Directors, the Board Chair, the Board Vice-Chair, and the Board Treasurer. In the event of a Health and Medical Co-Chair vacancy, the Board will vote to recommend to the RDSTF a member of the Board as a replacement. At least one of the two health and medical co-chairs must be a senior leader with the Florida Department of Health. The Executive Committee is responsible for recruitment of and orientation for Board of Director Members, for scheduling and preparing for Board of Director and Member meetings, for evaluation of the Board of Directors, and for communication with local, state and federal governance, including funding partners, the Domestic Security Oversight Team, the Bureau of Preparedness and Response, the RDSTF, and county and local officials. The Executive Committee will appoint an Executive Director. It is highly recommended that the Executive Director be one of the appointed RDSTF Health and Medical Co-Chairs. The Executive Director will serve as an ex-officio, non-voting member of the Board of Directors. All other Executive Committee Members will also serve as voting members of the Board of Directors. The Executive Director is responsible for daily activities necessary to carry out the Board's direction. The Executive Committee may delegate tasks as deemed appropriate.

CFDMC Board of Directors: The CFDMC Board of Directors will serve as voting members of the CFDMC and are responsible for the governance of the CFDMC, for representing the geographic and discipline diversity of the CFDMC Members and communities, and for accepting the ultimate legal authority for the CFDMC. The CFDMC Board of Directors are also responsible for implementation and oversight of all CFDMC functions, including setting strategic direction, establishing plans for funding strategies, reviewing and approving the CFDMC budget, and developing, approving and implementing CFDMC policies and procedures. The Board of Directors shall consist of not less than fifteen (15) members and not more than twenty-one (21) members, and shall be comprised of:

- A representative from each of the nine (9) counties within the CFDMC boundaries

- Representation from the following essential partnership groups:
 - Hospitals and health systems
 - Local Emergency Management / Public Safety
 - Local Public Health
 - EMS Providers (Public & Private)
 - Long-Term Care
 - Behavioral & Mental Health
 - Specialty Service Providers (dialysis, pediatrics, urgent care, District Medical Examiners, funeral directors, etc.)
 - Support Service Providers (laboratories, pharmacies, blood banks, poison control, etc.)
 - Primary Care Providers
 - Community Health Centers
 - Federal entities (NDMS, VA hospitals, DOD facilities)
 - Private entities associated with healthcare (e.g., Hospital Associations)

The CFDMC Board of Directors will develop, implement, and maintain policies and procedures to carry out the required functions of the CFDMC. Board Members are required to complete Board Member orientation, sign a Board Commitment form, and sign the CFDMC Code of Conduct.

Members: The CFDMC Members will be comprised of individuals and organizations representative of the geographic diversity of the nine counties within the CFDMC boundaries and of the discipline diversity of essential partners and other stakeholders. The Board of Directors will rely heavily on the input of the CFDMC Members in its decision-making, and will seek to reach consensus on strategic direction, resource allocation, planning, training, exercises, response practices, and procedures. In addition to the essential partners identified above, CFDMC membership shall include representatives from the following stakeholder groups:

- Local and State Law Enforcement
- Public Works
- Private Organizations
- Non-government Organizations
- Non-Profit Organizations
- Volunteer Organizations Active in Disaster (VOAD)
- Community Organizations Active in Disaster (COAD)
- Faith-based Organizations
- Community-based Organizations
- Volunteer Medical Organizations (e.g., American Red Cross)
- Other Partners (as relevant)

CFDMC Members are partners who complete the Coalition Charter and Code of Conduct. A listing of Members will be developed and maintained.

Other Committees, Action Groups, or Teams: In addition to the above referenced groups, the Board of Directors may also appoint other committees, action groups or teams as needed to carry out the work of the CFDMC.

Member Compensation: All Members are volunteers and no Member shall be compensated for their appointment or participation as a Member. Members may be reimbursed for per diem and travel expenses incurred through the conduct of CFDMC business, including participation in conferences. Authorization must be obtained from the Board in advance of incurring expenses and expenses are compensated using State of Florida travel guidelines.

ARTICLE 6 – APPOINTMENTS, ELECTIONS, TERMS & OFFICERS

Appointment of CFDMC Executive Committee: CFDMC Executive Committee Members are comprised of the Health and Medical Co-Chairs; these individuals are appointed by the RDSTF Region 5. There is no term limit for these individuals. The elected Board Chair, Board Vice-Chair, Board Treasurer and Executive Director also serve as members of the Executive Committee.

Board Transition: The initial CFDMC Board of Directors will be comprised of the current Board Members of Central Florida Disaster Services, Inc. and the two RDSTF Region 5 Co-Chairs. Board Member vacancies during the transition will be nominated by the Executive Committee and appointed by a majority vote of the existing Board of Directors. Board Members are eligible to be elected to additional and/or consecutive two-year terms of office with no limit.

Elections: Elections to the Board of Directors for subsequent terms or to replace members who decline to serve an additional term will be held in December of odd years, beginning in 2015. The Executive Committee may serve as or will appoint a Nominating Committee to develop a ballot that ensures discipline and geographic diversity. The ballot must

be approved by the Executive Committee. Election to the Board will be based on majority votes returned via ballot by both the Board of Directors and Members.

Board Officers: The Board of Directors will nominate and by majority vote elect the following officers.

Chair: An elected Board member will serve as the Chair. The Chair will serve as a member of the Executive Committee and as such will assist in planning for and preparing for Board of Director and Member meetings. The Chair shall preside over Board of Director and Member meetings, or arrange for the Vice Chair to preside over the meeting.

Vice-Chair: An elected Board member will serve as the Vice-Chair. By consent of the Board, the Vice-Chair may assume the role of the Chair for the remainder of the term upon resignation of the Chair. The Vice-Chair will serve as a member of the Executive Committee.

Beginning in December 2019, the Board will vote to confirm the appointment of the Vice Chair as the Board Chair for a two-year period, and elect a new Vice Chair for a two-year period.

Treasurer: The Treasurer is an elected member of the Board and is appointed by the Board. The Treasurer serves as the financial officer of the organization, and assists with the preparation of the CFDMC budget, ensures that financial information is accurate and available to Board Members and reviews the annual audit, as required by law. The Executive Committee will appoint or purchase needed support for the Board Treasurer in these duties.

Vacancies: A vacancy in a Board Member position will be filled with a temporary appointment for the balance of the vacating Board Member's term that maintains the diversity of the Board. The appointment will require a majority vote by the Board of Directors, and the appointee will fulfill the remainder of the vacating member's term. Vacancies in Board Officers will be filled by a majority vote of the Board of Directors.

Membership: CFDMC Membership is open to any individual or organization in a designated essential partner group, and/or any other designated stakeholder group, as outlined above.

ARTICLE 7 – CODE OF CONDUCT

To ensure transparency in its operations and to protect the integrity of the CFDMC, all Board Members are required to review and sign the CFDMC Code of Conduct annually. All CFDMC Members are also asked to review and sign the CFDMC Charter and Code of Conduct upon joining the coalition. Procedures will be implemented to address reporting of potential violations and to ensure compliance with the Code of Conduct.

ARTICLE 8 – MEETINGS

Meeting Frequency: The Board of Directors will meet at a minimum quarterly. Meetings may be face-to-face or virtual. A face-to-face meeting for all Members will be held at least once annually. A Special Meeting may be held upon call of at least two Executive Committee Members and/or the Board Chair.

Access: All meeting will have an agenda published at least three (3) days in advance of the meeting, and minutes shall be taken and retained. All meeting agendas and minutes will be posted in a location accessible to all Members. The Coalition and its Board are not subject to Government in the Sunshine requirements but are committed to transparency to its members.

Parliamentary Procedure: Meetings will be conducted using a consensus model, ensuring that all Board members' voices are heard and seeking overwhelming agreement with any decision. Where appropriate, a vote will be taken.

Quorum: A simple majority of the Board of Directors shall constitute a quorum for the legal transaction of business.

Attendance: Board of Directors who are absent for more than one-quarter of the meetings or for three (3) consecutive meetings during a term of appointment may be replaced upon a majority vote of the Executive Committee Members and the Board Chair. Board of Director Members may delegate an alternate to participate on their behalf but must provide written notice to the Executive Committee delegating voting privileges to the designee.

Proxies. At any meeting of the Board, a Board member entitled to vote may vote by proxy executed in writing by the Board member. No proxy shall be valid after two months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE 9 - FISCAL YEAR

The fiscal year of the CFDMC will be July 1 through June 30 annually, to comply with the State Fiscal year.

ARTICLE 10 - RECORDS

The CFDMC shall maintain permanent, correct and complete records of account and shall retain records in such form and manner as required by law. The Board of Directors will develop written procedures to address records retention and to address access to records by Board of Director Member and funding partners.

ARTICLE 11 - AMENDMENTS TO THE BYLAWS

The Board will review the Bylaws and Governance Policies annually. Initial changes to the bylaws will be provided to Board 15 days prior and may be adopted by a two-thirds vote of the CFDMC Board of Directors. Subsequent changes to the bylaws will be shared in advance with the Members. Members will be given a minimum of 30 days to provide input to the Board of Director prior to a vote.

Adopted by two-thirds vote of the CFDMC Board of Directors this

16th day of December, 2014

Amended: 12-16-14

Amended: 8-18-15

Amended: 1-17-17

Amended: 2-20-17

Amended 4-17-18

Amended 8-28-18

Amended 3-6-19

Central Florida Disaster Medical Coalition Charter and Code of Ethics

(Online survey at www.centralfladisaster.org)

This Charter is entered into among the Members of the Central Florida Disaster Medical Coalition (CFDMC or the Coalition).

The mission of the CFDMC is to develop and promote healthcare emergency preparedness and response capabilities in the East Central Florida Domestic Security Task Force Region 5 (RDSTF Region 5), including the following nine counties: Brevard, Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties. The CFDMC will facilitate healthcare organizations and other partners in working together collaboratively to build, strengthen, and sustain a healthcare preparedness and response system within Central Florida and to assist Emergency Management and Emergency Support Function (ESF)-8 (Health and Medical) with the National Preparedness Goal identified five mission areas: Prevention, Protection, Mitigation, Response, and Recovery as related to healthcare disaster operations. The major goals of the CFDMC are:

- 1) Facilitate information sharing among participating CFDMC Members and jurisdictional authorities to promote common situational awareness;
- 2) facilitate resource support by expediting the mutual aid process or other resource sharing arrangements among CFDMC Members and support the request and receipt of assistance from local, state, and federal authorities;
- 3) facilitate the interface between the CFDMC and appropriate jurisdictional authorities to establish effective support for healthcare system resiliency and medical surge; and
- 4) build and/or strengthen local health capacity and capabilities in the event of an emergency or disaster.

The CFDMC Membership shall be comprised of individuals and organizations that represent the healthcare and emergency preparedness disciplines in all communities in the nine counties included within the boundaries of the CFDMC. Membership will be representative of both the geographic diversity of Central Florida, and representative of the diverse healthcare and other essential partners.

As a Member of the Central Florida Disaster Medical Coalition, I will:

- 1. Collaborate on the identification of local and regional healthcare disaster preparedness needs and support the Coalition's efforts to plan, train, equip and exercise healthcare preparedness capabilities that meet Assistant Secretary for Preparedness Response (ASPR), Hospital Preparedness Program (HPP), and Homeland Security Exercise and Evaluation Program (HSEEP) requirements.**
- 2. Participate in all-hazards emergency planning.**
- 3. Participate in at least one exercise annually hosted by the Coalition or a Coalition Member.**
- 4. Assist Emergency Management and ESF8 as requested with multi-agency coordination during a response.**
- 5. Regularly participate in Coalition meetings.**

6. Regularly participate in Coalition communication drills.

7. Uphold the highest ethical and moral standards and abide by the Coalition Code of Ethics.

By entering the information requested below, I agree to become a member of the CFDMC.

*** 1. Last name:** _____

*** 2. First Name:** _____

3. Title: _____

4. Organization: _____

*** 5. County (choose all that apply):**

Brevard

Indian River

Lake

Martin

Orange

Osceola

Seminole

St. Lucie

Volusia

Other (please specify: _____)

*** 6. Affiliation (choose all that apply):**

Hospital / Health System

Local Emergency Management / Public Safety

Local Public Health

EMS Provider (Public and Private)

Long-Term Care

Behavioral and Mental Health

Specialty Support Provider (e.g. dialysis, pediatrics, urgent care)

Support Services Provider (e.g. laboratories, pharmacies, blood banks, poison control)

Primary Care Provider

Community Health Center

Tribal Healthcare

Federal Entity (NDMS, VA, DoD facilities)

Private entity associated with healthcare (e.g. associations)

- Local/state law enforcement
- Public Works
- Business
- Non-Governmental Organization
- Non-Profit Organization
- Volunteer Organizations Active in Disaster (VOAD)
- Community Organizations Active in Disaster (COAD)
- Faith-based Organization
- Community-based Organization
- Volunteer Medical Organization (e.g. American Red Cross)

Other (please specify): _____

7. Primary Email address: _____

8. Alternate Email address: _____

9. Primary phone number: _____

10. Alternate phone number: _____

11. Address (street, city, state, zip): _____

Coalition Code of Ethics

In order to achieve the CFDMC mission, it is imperative that all those associated with the Coalition, including the Board of Directors, Members, staff and volunteers, uphold the highest ethical and moral standards while representing the Coalition. The Code of Ethics was developed to define basic principles and guidelines for conduct and should not be taken as a set of absolute rules. The avoidance of perception of conflict is as important as the avoidance of actual conflict. The Coalition Board of Directors is responsible for the interpretation, investigation, and action regarding potential or actual ethics violations.

All Members of the Central Florida Disaster Medical Coalition Board of Directors, Executive Committee, Members, staff and volunteers shall:

- 1) Conduct themselves professionally, with the highest level of integrity, accuracy, fairness, and responsibility to the public.
- 2) Act in the best interest of the Coalition, rather than in the furtherance of personal interests or interests of third parties.
- 3) Disclose the existence of any real or potential conflicting or competing interest that may impact your ability to act in the best interest of the Coalition. This includes but is not limited to any employment, contract or investment interest.
- 4) Board members with a financial or personal interest in any matter under discussion by the Board must disclose the nature of the interest and withdraw from discussion, lobbying and voting on the matter.
- 5) Not use the Coalition logo or not use any materials, products or services developed by the Coalition for proprietary purposes.
- 6) Ensure that the Coalition's financial resources are used wisely and only to further the Coalition's mission, goals and objectives.
- 7) Not intentionally communicate false or misleading information about the Coalition or its Members.
- 8) Accept only those duties and responsibilities that they feel they are fully prepared to complete, including service on the Executive Committee or Board of Directors.
- 9) Endeavor to actively promote the mission, goals and objectives of the Coalition.
- 10) Not discriminate based on race, religion, national origin, sex, age, sexual orientation, economic or physical or mental disability or illness. The Board will continually broaden its understanding and acceptance of cultural and individual differences and the impact of these in emergency preparedness planning and response.
- 11) Fundraising on behalf of the Coalition must have prior written approval by the Board of Directors. All fundraising practices will be consistent with the mission, goals and objectives of the Coalition. All statements made on behalf of the Coalition during fundraising appeals about the use of a contribution will be honored.
- 12) Report any perceived or actual violation of the Code of Ethics by a Coalition Member to the Board of Directors.

* By entering my name below, I accept and agree to abide by the Coalition Code of Ethics.

NAME: _____

BOARD NOMINATIONS/ELECTIONS PROCESS

The CFDMC Board of Directors shall consist of not less than fifteen (15) members and not more than twenty-one (21) members. The initial Board of Directors were solicited by and appointed by the existing Coalition Board in 2014 and 2015, with a focus on balancing Board representation across each of the nine counties within the region, and across each of the essential partnership groups.

The Executive Committee shall serve as the Board nominations committee. Elections to the Board are held in odd-numbered years. In the fall of odd-numbered years, nominations for vacancies will be solicited from among the membership. A deadline and a process for making nominations will be distributed to all members. Any member may make a nomination and self-nominations are permitted. Nominees must be a member of the CFDMC. Nominations must meet the county and essential partnership group requirements for the vacancy. Nominations must be submitted in the manner and by the due date determined by the Executive Committee and as announced to members. The Executive Committee will contact nominees to verify their willingness to serve and to obtain a bio.

In the December of odd-numbered years, the Executive Committee will prepare a ballot based on nominations received, including a bio for each nominee. The ballot will be distributed to members via email. Each member may vote using the provided ballot. The ballots must be submitted to the Executive Committee in the manner and by the due date determined by the Executive Committee and as announced to members. To ensure the integrity of the process, ballots must include the name of the voting member; however, the votes of individual members will not be disclosed. All eligible votes will be tallied. The individual receiving the highest number of votes for a Board position will be presented to the Board for appointment, and announced to membership. In the event of a tie, the Board will vote to decide the winner.

In January following an election, the Executive Committee will seek member input on the nominations/election process and use feedback received to improve the process.

Board Onboarding Process

New Board members receive a letter of appointment, including:

- Date term begins/ends
- County(ies)/essential partnership group(s) represented
- Executive Committee Mentor

Within 30 days of appointment/election, the Executive Director will schedule an orientation session with the new Board member, including a review of:

- Board and member meetings
- Board members
- Bylaws and governance policies
- Glossary of terms
- Strategic Plan
- Budget/Work plan
- Traffic Light report
- Website

Retiring Board members are presented with a letter and a token of recognition.

The Board will evaluate the onboarding process annually

Member Recruitment & Onboarding

Membership in the Coalition is open to all interested parties. There are no dues. Members are solicited in a variety of ways, including through presentations by the Executive Committee, Board, Members, and other stakeholders to interested community partners and groups; through a CFDMC membership flyer, through emails; through the website, through the newsletter, and through meetings and networking within the healthcare and response communities.

In order to join, an individual must complete the CFDMC Charter and Code of Ethics (available online at www.centralfladisaster.org).

New members receive an onboarding email are added to the e-distribution list and to the Coalition Everbridge group.

Central Florida Disaster Medical Coalition Communication Plan

In order to meet our Mission to develop and promote healthcare emergency preparedness and response capabilities within Regional Domestic Security Task Force for East Central Florida (RDSTF Region 5), and to achieve the goal to facilitate information sharing among participating members, the CFDMC uses a variety of mechanisms to communicate with and engage its members. These mechanisms include:

Routine information, such as information on plans, trainings, exercises, resources and other information of interest to Coalition members are shared through:

- The Coalition’s email distribution list maintained in Constant Contact
- The Coalition Website: www.centralfladisaster.org
- The Coalition newsletter: *Disaster Connection*
- Meetings & meeting minutes (monthly Board meetings, quarterly Coalition Member meetings) – posted on website
- Monthly traffic light report and project plan updates – posted on website
- Conference calls
- Webinars
- Presentations to partner and other community groups
- Participation in other preparedness and response organizations, including RDSTF Region 5, the Statewide Healthcare Coalition Task Force, the Strategic Planning Oversight Team, Health and Medical Co-Chairs, the State Working Group Executive Board and Committees, etc.

Emergency alerts: A key member benefit is the ability to receive and share information in a disaster or event. The Coalition uses Everbridge SERVFL (State Emergency Responders and Volunteers of Florida) as its primary emergency communication mechanism. Everbridge SERVFL utilizes a wide range of methods to send and receive information on a variety of communication devices. Members receive free registration in Everbridge SERVFL, and those already registered are added to the Coalition group. The Coalition conducts quarterly Everbridge SERVFL communication drills.

Financial Policies & Processes

Accounting: The Coalition will contract with an external CPA to maintain an accounting database, make deposits, pay invoices, balance and account for funds by contract and type, and prepare a monthly Treasurer's Report.

Budget: At the beginning of each contract or grant, the Executive Director will prepare and present to the Board a proposed budget for the contract or grant funds expected. The Board is responsible for approving all budgets.

Cash Reserves: The Coalition has a target of maintaining a cash reserve of 180 days of typical operating expenses. If the cash reserve drops below 100 days, the Executive Committee will meet to determine if there is a need to reduce expenses and/or identify new sources of revenue .

Contracts/Agreements: The Board must approve any contract or agreement into which the Coalition will enter. The Board may authorize the Executive Director to execute contracts or agreements in specific instances, such as contracting with consultants within an approved contract amount.

Authority and Documentation: Credit cards have been issued to Coalition and regional medical assistance staff, including the Executive Director, Response Coordinator, Team Commander and Deputy Commander, and Warehouse Logistician. These individuals may charge or incur expenses up to \$250 for routine operating expenses without prior approval. The Executive Director may incur charges or other expenses up to \$1,000 without prior approval. Other than established monthly expenses, such as warehouse rental, or expenses related to contract deliverables, approved by the Board in a spending plan, the Board must approve in advance any expense of more than \$1,000.00. For time-sensitive or critical issues, the Executive Committee can authorize spending more than \$1,000.00 by email or phone. In all cases, staff will seek the most economical way to conduct Coalition business. Where possible, at least three quotes will be obtained for projects exceeding \$1,000.00. Receipts for any expense must be submitted to the Accountant within 5 business days of the transaction, using the approved Coalition Receipt Form. In a declared disaster or event, spending limits may be temporarily suspended so as to meet the needs of the response. The coalition staff and team will follow state guidelines to ensure appropriate reimbursement.

Spending Plans: The Executive Director will prepare and submit spending plans as required by contract or grant. An annual spending plan for each contract will be provided to the Board for each contract or grant.

Travel Procedures: The Coalition will utilize the State of Florida travel reimbursement guidelines for all staff and member travel. All travel requires advance approval by the Executive Director and/or the Board.

Treasurer: The Treasurer serves as the voice of fiscal responsibility and accountability for the Coalition, and guides the Coalition and Board on financial policies and procedures. The Accountant will provide a balance sheet, including bank reconciliation, and a Treasurer's Report each month to the Treasurer. The Treasurer will review these and present the monthly Treasurer's Report to the Board for approval.

Non-Compliance: The Board will determine any consequences or penalties for non-compliance with these procedures by Coalition staff or Officers.

Coalition Support Roles & Responsibilities

Executive Director: Lynne Drawdy

The Executive Director is responsible for ensuring that the Board's strategic directions are carried out. The Executive Director is appointed by and reports to the Executive Committee. The Executive Director serves on the Executive Committee and as an ex-officio, non-voting Board Member, and serves as a liaison to local, regional and state groups. The Executive Director is responsible for the daily operation of the Coalition, including supervision of coalition staff, ensuring that all contract deliverables are met, and ensuring redundancy in all critical tasks and projects.

Response Coordinator: TBA

The Response Coordinator is responsible for managing assigned projects designed to build, exercise and sustain operational readiness of the region's healthcare system, including facilitating development of response plans, trainings, and exercises

Part-Time Project Specialist: Catherine Billen

The Project Specialist provides administrative support in projects as assigned by the Executive Director, including membership updates, updating IRMS, and supporting committees and workgroups.

Special Projects Funding Process

The Central Florida Disaster Medical Coalition (CFDMC) projects are outlined in the annual work plans approved by the Board in May 2017 and reviewed and updated annually. These projects are designed to build and sustain the ASPR Hospital Preparedness Program capabilities.

Board members and Coalition members are encouraged to submit additional project proposals to be ready in the event that additional funds become available. These proposals will be reviewed and ranked by each Board member using the following criteria:

- >Projects must address an identified capability gap or sustain a capability
- >Projects will not be considered if they supplant normal business expenses/core mission requirements
- >Projects will not be considered if they are eligible for funding under other federal funding processes.
- >Project is cost effective, realistic and achievable.

The individual rankings will be combined for a total project score. Projects will be prioritized based on the final project score and projects will be funded until funds are depleted.

Conflict Resolution

The Central Florida Disaster Medical Coalition is a member-focused organization. Members and Board members sign a Charter and Conflict of Interest statement in the Code of Ethics.

Board members are elected by the members, and are expected to represent the interests of their designated county(ies) and essential partnership group(s). Board and Coalition actions are accessible to all members and minutes of Board and Coalition meetings are posted on the Coalition website for easy access.

In the event of a conflict, a member may present the issue to the Board for resolution. The Board will strive for consensus in resolving member issues. Consensus means overwhelming agreement, following a good faith effort to meet the interests of all stakeholders. The key indicator of whether or not consensus has been reached is that everyone agrees they can live with the final proposal. If consensus cannot be reached, the issue will be resolved by a majority vote of the Board.

CFDMC Vendor Selection Process

When obtaining goods/services of \$1,000.00 or more, a minimum of three bids will be obtained and the lowest bid will be selected. When selecting a contractor, a scope of work will be developed and widely published, including distributing through relevant workgroup/committee members, coalition members, and posting on the website. A vendor selection committee comprised of at least three coalition members will be convened to review and rank proposals. The highest rated proposal will be chosen. If there is a disagreement among the selection committee on the final ranking, the decision will be elevated to the Board. For multi-year projects, workgroups may choose to continue with the initial vendor selected based on the vendor's performance during the initial and subsequent years.

CFDMC will utilize Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) as a vendor whenever possible, as required by contract: "Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section [946.515](#)(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459."

Any exception to this policy will require Board approval.

INDEPENDENT CAPACITY OF CONTRACTOR ATTESTATION

FORM

Contracting Company Name: Central Florida Disaster Medical Coalition

Address: P. O. Box 560610
Orlando, FL 32856

Phone: 407/928-1288

In accordance with Section I.M. of the standard contract with the Florida Department of Health, I, _____David L. Freeman_____, an authorized representative of the provider, do hereby attest that my response to the following statement is true, complete, and accurate to the best of my belief for contract(s) _____COPA1_____.

1. In the performance of this contract, the provider is an independent contractor and is held solely liable for the performance of all tasks contemplated by this contract(s), which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in the performance of the contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employees as a result of performing the duties and obligations of this contract (s).
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to the unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

If the fact that false information has been furnished or that there has been suppression of any factual information in the attestation form comes to notice at any time during the service of a contractor, the services would be liable to be terminated.

By signing this Attestation, (1) you certify that you have read this Attestation and applied a valid, legal signature; (2) you agree to be governed by all of the terms of this Attestation.



David L. Freeman

Executive Director

Date

CFDMC Vendor Request Policy

This vendor request policy is to provide equitable access by vendors in providing information that may be of value to coalition members.

Any vendor who wishes to share information with Coalition members may do so by completing and submitting the Exhibitor attached agreement.

It is expressly understood that an Exhibitor agreement does not in any way constitute the CFDMC's endorsement or recommendation of a vendor.



EXHIBITOR AGREEMENT

The Central Florida Disaster Medical Coalition (CFDMC) agrees to allow the organization indicated below access to its members through an Exhibit during a Coalition meeting or event. The Exhibit fee is \$200, payable in advance to CFDMC; this fee is not refundable. The Exhibit fee allows the Exhibitor access to a 10 foot by 10-foot exhibit space (including one eight-foot table) at the rear of the meeting room. Participants will be encouraged to visit Exhibits for one hour prior to the beginning of the meeting, during networking breaks, and for up to one-half hour following the end of the meeting. Exhibitors will be listed on the meeting agenda.

It is expressly understood that an Exhibitor agreement does not in any way constitute the CFDMC’s endorsement or recommendation of a vendor.

Please complete all items below and return along with a check prior at least two weeks prior to the meeting date.

Company Name (as it should appear in print)	
Exhibitor Contact Person	
Contact Person’s Title	
Address (including city, state and zip)	
Contact Person’s Email Address	
Contact Person’s Phone Number	
Organization’s Website	
CFDMC Meeting Date Requested	
Please provide a brief (25 words or less) description of the products /services being exhibited	
Attestation: I hereby certify that no federal funds are included in this fee.	Signature of CEO or Financial Officer

PLEASE SIGN THIS CONTRACT AND RETURN IT WITH PAYMENT TO:

CFDMC - P. O. Box 560610 - Orlando, FL 32856

To hold your Exhibit space, you may email the form to:

info@centralfladisaster.org

Payment must be received prior to the meeting date.

Please submit any questions to: info@centralfladisaster.org

Central Florida Disaster Medical Coalition
Public Access to Records Policy
June 30, 2018
(Contract Requirement 1.C.7)

Although the Coalition does not fall under the Florida Government in the Sunshine statutes, by contract we must outline its public access to records in writing.

Public Access to Records Policy

The Central Florida Disaster Medical Coalition (CFDMC) ensures the public has access to our records as appropriate. Information open to the public is also posted on the website at www.centralfladisaster.org.

Requests for such records may be made electronically, by mail or by calling the CFDMC office. In the event copying of such records is necessary there will be a minimum administrative cost of \$.25 per copy.

The records will be provided in a timely manner (within two weeks of receipt of request) by the Executive Director. If access must be denied, this must be approved by the Executive Director and Board Chair, and the person requesting the access will be notified in writing of the denial and the reason of the denial.

Public Access to Records Procedure

Records related to CFDMCs' state contract are open to the public. If a request occurs, CFDMC will follow the procedure below:

- 1.) Requests received will be managed by the Executive Director.
- 2.) The Executive Director will maintain an electronic file of request received and responses.
- 3.) The Executive Director will respond to requests within two weeks of date of receipt.
- 4.) If the Executive Director feels a request is inappropriate, a request will be sent to the CFDMC attorney for a determination.
- 5.) If the attorney determines the request is inappropriate, a letter will be prepared stating the reason for denial, for signature by the Executive Director and Board Chair. If the attorney determines the request is appropriate, the Executive Director will provide the records requested.

**Central Florida Disaster Medical Coalition
Document Retention and Destruction Policy
June 30, 2018
(Contract Requirement 1.C.2)**

The corporate records of the Central Florida Disaster Medical Coalition (CFDMC) are important assets. CFDMC records include essentially all records produced, whether paper or electronic. A record may include memos, letters, emails, contracts, expense records, etc. The CFDMC Document Retention and Destruction Policy identifies the record retention responsibilities of staff, volunteers, members of the board of directors, and outsiders for maintaining and documenting the storage and destruction of the organization's documents and records.

The organization's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a.* Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by the Executive Director, as outlined in the records retention schedule below.
- b.* No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel or the human resources department for any current or foreseen litigation if employees have not been notified); and
- c.* No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).
- d.* CFDMC staff or board members who cease to be associated with the Coalition must return all CFDMC records to the Executive Director for maintenance.
- e.* When a determination is made to dispose of any corporate records, the records should be disposed of according to the level of confidential or content of proprietary information. Records with no personal or proprietary information can be thrown in the regular trash pick-up. Records containing personal or proprietary information must be shredded.

Record Retention Schedule

The following table* indicates the minimum requirements for CFDMC records retention. Federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

Type of Document	Minimum Requirement
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank reconciliations	2 years
Bank statements	3 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes, and leases (expired)	7 years
Contracts (still in effect)	Contract period
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Depreciation schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense analyses/expense distribution schedules	7 years
Year-end financial statements	Permanently
Insurance records, current accident reports, claims, policies, and so on (active and expired)	Permanently
Internal audit reports	3 years
Inventory records for products, materials, and supplies	3 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws, and charter	Permanently
Patents and related papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights	Permanently
Withholding tax statements	7 years

Failure to comply with this document retention policy may result in punitive action against an employee, including suspension or termination.

* Adapted from National Council of Non-Profits
Amended 4-24-19

**Central Florida Disaster Medical Coalition
Equal Employment Opportunity & ADA Policy
June 30, 2018
(Contract Requirement 1.B.2.g)**

Equal Employment Opportunity

The Central Florida Disaster Medical Coalition (CFDMC) is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis including but not limited to veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information and or any other protected class under federal or state statute.

Employees may discuss equal employment opportunity related questions with the Executive Director or the board of directors.

Americans With Disabilities Act

CFDMC is committed to providing equal employment opportunities to qualified individuals with disabilities; this may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is the employee's responsibility to notify the supervisor of the need for an accommodation. Upon doing so the supervisor may ask the employee for input or the type of accommodation believed to be necessary or the functional limitations caused by the disability. Also, when appropriate, CFDMC may need the employee's permission to obtain additional information from the physician, or other medical, or rehabilitation professionals. CFDMC will not seek genetic information in connection with the request for accommodation. All medical information received by CFDMC in connection with a request for accommodation will be treated as confidential.

**Central Florida Disaster Medical Coalition
Smoking Policy
June 30, 2018
(Contract Requirement 1.B.2.h)**

Smoking in the Workplace Policy

In keeping with our intent to provide a safe and healthful environment and in accordance with the Pro-Children Act of 1994, smoking is prohibited in all facilities housing the Central Florida Disaster Medical Coalition (CFDMC). Smoking is defined as possession of a lighted cigarette, lighted cigar, e-cigarettes, or other tobacco product. This policy applies equally to all employees, customers and visitors.

**Central Florida Disaster Medical Coalition
No Weapons in the Workplace Policy
June 30, 2018
(Contract Requirement 1.B.2.h)**

No Weapons in the Workplace Policy

Possession, use or sale of weapons, fire arms or explosives on work premises, while operating company machinery, equipment or vehicles for work related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the Central Florida Disaster Medical Coalition or permitted by state and local laws.

Violations of this policy will result in disciplinary action up to and including discharge.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

HIPAA is the acronym of the Health Insurance Portability and Accountability Act of 1996. The main purpose of this federal statute was to help consumers maintain their insurance coverage, but it also includes a separate set of provisions called Administrative Simplification. This section of the act is aimed at improving the efficiency and effectiveness of the health care system. The key components of Administrative Simplification include:

- Standardized electronic transmission of common administrative and financial Transactions (such as billing and payments)
- Unique health identifiers for individuals, employers, health plans, and health care Providers
- Privacy and security standards to protect the confidentiality and integrity of individually Identifiable health information

The HIPAA regulations apply to the following entities:

- Health Plans
- Health Care Clearinghouses (Entities that facilitate electronic transactions by “translating” data between health plans and providers when they use non-compatible Information systems).
- Health Care Providers who transmit health information in electronic form in connection With one or more of the eight covered transactions.

Business associates of a covered entity are not directly controlled by the regulations, but mandatory contracts require them to protect the privacy of individually identifiable information. Government agencies specifically named in the regulations are covered entities, as are agencies that function as a health plan or a health care provider.

CFDMC
HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) ATTESTATION
FORM

Contracting Company Name: Central Florida Disaster Medical Coalition

Address: P. O. Box 560610
Orlando, FL 32856
Phone: 407-918-188

In accordance with Section I.B.2.i of the standard contract with the Florida Department of Health, I, David L. Freeman, an authorized representative of the provider, do hereby attest that my response to the following statement is true, complete, and accurate to the best of my belief for contract(s): COPA1.

If the HIPAA regulations apply to the Provider's organization, please sign the attestation below:

1. The Provider is in compliance with the Health Insurance Portability Accountability Act as well as all regulations promulgated within 45 CFR Parts 160, 162, and 164.

If the fact that false information has been furnished or that there has been suppression of any factual information in the attestation form comes to notice at any time during the service of a contractor, the services would be liable to be terminated.

By signing this Attestation, (1) you certify that you have read this Attestation and applied a valid, legal signature; (2) you agree to be governed by all of the terms of this Attestation.



David L. Freeman Executive Director Date

If the HIPAA regulations do not apply to the Provider's organization, please sign the attestation below:

Authorized Signature Title Date