

CONTRACT # HS _____ BETWEEN
CAPITAL AREA HEALTHY START COALITION
AND

FOR
HEALTHY START CARE COORDINATION SERVICES

THIS CONTRACT, entered into this _____ day of _____, 2021, by and between Capital Area Healthy Start Coalition, Inc. hereinafter referred to as the "Coalition", and the _____, hereinafter referred to as the "Provider," for the purpose of providing Healthy Start services in Leon County. This agreement is subject to by reference all of the provisions of the primary contract #COSHF between the Florida Department of Health and the Coalition and as may hereafter be amended and be renewed by the Florida Department of Health.

WITNESSETH:

WHEREAS, the Coalition has been created to develop services and resources for maternal and infant care in Leon and Wakulla Counties of the State of Florida; and,

WHEREAS, the Coalition is desirous of developing comprehensive and professional Healthy Start and care coordination services for the residents of Leon County needing maternal and infant care; and has been authorized by the Florida Department of Health to oversee the development of these services and resources through agreements with health care providers; and,

WHEREAS, the Provider has been providing and is capable and willing to continue to provide suitable services to persons needing maternal and infant care;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Term. The parties agree their intent was and still is that the term of this agreement is in effect for the one fiscal year, which begins on July 1, 2021 and continues through June 30, 2022. The term of this agreement may be extended in writing by the parties as provided for in Section D.5. Attachment 1 of this agreement.

Section 2. Authority. The Coalition is granted authority under section 383.216, Florida Statutes, and Chapter 64F-3, Florida Administrative Code, to solicit and monitor local service providers and to determine the allocation of available federal, state and local resources to providers of prenatal, infant and child health and wraparound services.

Section 3. Scope of Services. The Coalition engages the Provider to provide comprehensive, professional maternal and infant care services, utilizing whatever staff and available resources necessary to consistently fulfill the broad and specific categories of needed services to the Coalition as specified in Attachment 1 which is incorporated herein by reference.

The scope of services shall include the following categories of service:

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- a. Coordinated Intake and Referral (CI&R). Initiate contact with pregnant women, interconceptional care women, and infants up to the age of three who were referred for home visiting services via a prenatal or infant risk screen, a self-referral, or a community referral. Participants reached will be screened for risks and needs via the CI&R process. Education and community referrals will be provided to participants during the CI&R process as needed. Participants determined to need additional services through a home visiting agency will be referred to the local home visiting agencies most appropriate for their specific risks and needs.
- b. Comprehensive Care Coordination. Provision of comprehensive care coordination including outreach, participant identification, participant assessment and prioritization, health education, development of participant plans of care, anticipatory guidance, support and encouragement, referral to appropriate providers for clinical and support services, coordination of services, interconceptional education and support, parenting education, and follow-up to assure participant needs are met.
- c. Provision of Enhanced Healthy Start Services. The provision of Healthy Start services shall support Healthy Start clients and be prioritized based on risk appropriate care guidelines. The services shall include Smoking Cessation, Psychosocial Counseling, Nutrition Counseling, Childbirth Education, Breastfeeding Education and Support, Parenting Education and Support, and Interconceptional education and counseling offered in accordance with the Healthy Start program's care coordination policies and guidelines.
- d. Data/Information. Collection and maintenance of records and information necessary to identify the number of recipients, the types of services provided, the date of service delivery, and other data elements as specified by the Florida Department of Health and the Coalition. Data entry shall be made in a timely manner not to exceed one (1) business day past date of service provision.

Section 4. Retention of Records. The Provider agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract in accordance with the Department of Health Record Retention Schedule. Persons duly authorized by the Coalition and the Florida Department of Health shall have full access to and the right to examine any of said records and documents.

Section 5. Indemnification. The Provider and Coalition agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As Provider is an instrumentality of the State, Provider has the statutory protection of sovereign immunity as described in Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such

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acts or omissions of Provider's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party

Section 6. Compensation. In consideration of the services rendered by the Provider, the Coalition will pay the Provider a sum not to exceed \$ _____, subject to the availability of funds. This sum represents compensation for all required services and any expenses in connection with providing the heretofore-referenced categories of services. Payments shall be distributed in accordance with the payment practices and guidelines established in Attachment 1, Section C.1-4 – METHOD OF PAYMENT of this contract. Funds will be guaranteed (contingent upon funding from DOH) to cover salary and benefit expenses of Healthy Start Care Coordination staff whose time is solely dedicated to the Healthy Start program.

Section 7. Return of Funds. To return to the Coalition any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the Provider by the Coalition. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment within 40 calendar days without prior notification from the Coalition. In the event that the Coalition first discovers an overpayment has been made, the Coalition will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Coalition will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

Section 8. Modification. This agreement may be modified at any time by mutual written agreement of the parties, duly executed by their authorized representatives.

Section 9. Assignment. This agreement may not be assigned by either party without the written permission of the other party.

Section 10. Independent Contractor. In the performance of this agreement, the Provider will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the Coalition.

Section 11. Use of Funds for Lobbying Prohibited. The Provider will comply with the provisions of 216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch, or a state agency. Attachment 1 of this agreement must be completed by the Provider and returned to the Coalition.

Section 12. Electronic Fund Transfer. The Provider agrees to enroll in the Coalition's electronic fund transfer program for payment of invoices.

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Section 13. Termination. Except as otherwise provided in this Attachment 1, either party may terminate this agreement with or without cause upon providing the other party with a minimum of ninety (90) days written notice of its intent to terminate. No party may terminate this contract under this provision if such party shall have received notice of a breach of this contract until such breach has been resolved. In the event of termination, the Provider shall be reimbursed for services rendered up to receipt of notice of termination and thereafter, until the date of termination. The parties acknowledge and understand that this agreement is subject to the availability of funds lawfully appropriated and, only in the event that the Coalition has been notified by the state that funds become unavailable, the Coalition may terminate this agreement upon giving twenty-four (24) hours written notice to the Provider. In addition, if the Coalition becomes aware that funds are likely to become unavailable, the Provider will be notified immediately.

Section 14. Waiver of Breach. The failure on the part of either party to enforce any material provision of this contract on any single occasion shall not constitute a waiver of a right to enforce any and all material provisions of this contract should subsequent breaches of contract occur.

Section 15. Venue. The parties agree that Leon County, Florida shall be the venue for the bringing of any action to enforce this contract no matter where a breach may occur.

Section 16. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when deposited with the United States Postal Service, or personally delivered with signed proof of delivery.

Section 17. Information Security. The Provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the Provider, upon execution of this agreement. The Provider will adhere to any amendments to the Coalition's security requirements provided to it during the period of this agreement. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

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The Coalition's representative and the Provider's representative are:

Coalition: _____, President
Capital Area Healthy Start Coalition
1311 N. Paul Russell Rd., Suite A101
Tallahassee, FL 32301

Provider: _____

, Florida 323__

IN WITNESS THEREOF, the parties hereto have caused this agreement of ____32 pages, plus all attachments, to be executed for the uses and purposes therein expressed on the day and year first above-written.

ATTEST _____

Capital Area Healthy Start Coalition, Inc.

By: _____
President
Board of Directors

ATTEST _____

PROVIDER

By: _____
TBA _____

END OF TEXT

ATTACHMENT 1

Base Contract No. _____

Leon County Healthy Start Program July 1, 2021 – June 30, 2022

A. Services to be Provided

1. Definitions of Terms – As used in this Attachment, these terms have the following ascribed meaning:
 - a. Contract Terms.
 - 1) Contracted Agency – The agency initiating this contract. The Capital Area Healthy Start Coalition is the Contracted Agency for this contract, and will hereinafter be referred to as the “Coalition.”
 - 2) Contract Manager – An individual designated by the Coalition to be responsible for the management of the contract.
 - 3) Provider – Individuals or agencies that contract with the Coalition to provide direct services to Healthy Start participants. _____ is the Provider for this contract, and will hereinafter be referred to as the “Provider.”
 - 4) Subcontractors – Individuals or agencies that contract with the Provider to provide direct services to Healthy Start participants.
 - b. Program or Service Specific Terms.
 - 1) Allocation Methodology Plan (AMP) – A plan that delineates how the Provider intends to spend the upcoming fiscal year’s administrative, direct service, Waiver and SOBRA funds over which they have fiscal authority.
 - 2) At-Risk – Pregnant women or infants identified with an increased risk of pregnancy complications, infant mortality, or morbidity by factors designated by the Department
 - 3) Care Coordination – Education and counseling services to help clients and their families receive the appropriate interventions to mitigate risk factors.
 - 4) Coordinated Intake and Referral – A community-based process to refer clients to maternal and child health services based on the client’s needs.
 - 5) Core Healthy Start Program Services – Services that include care coordination, home visitation, prenatal education, parenting education, and interconception care
 - 6) Direct Service – Per Chapter 64F-2.001(4), Florida Administrative Code, the professional and paraprofessional activities that entail a cost in time and effort spent in personal contact with non-Medicaid participants of prenatal and infant health services. Such activities include, but are not limited to, health and social services, case management of participants, and outreach to specific individuals.
 - 7) Enhanced Healthy Start Program Services – Health education services that include,

but are not limited to, breastfeeding education, childbirth education, nutrition education, psychosocial counseling, and tobacco cessation services.

- 8) Health Management System (HMS) – The Florida Department of Health’s data system in which prenatal risk screens are entered into by county health department staff.
- 9) Well Family System (WFS) – The Florida Association for Healthy Start Coalition’s (FAHSC) data system that was approved by the Florida Department of Health to serve as the electronic medical records system for all Healthy Start participant information. The WFS documentation includes Healthy Start care plans, Initial Contact forms, Initial Assessment forms, Healthy Start outcomes details, care coordination details, referral tracking, service provision details, case notes, Healthy Start service codes, and other data fields pertinent to the Healthy Start program and participant services.
- 10) Well Family System Report: A record of screenings, services, and referrals generated by the Healthy Start Program’s client record data system.
- 11) Healthy Start Coalitions – An alliance of private and public individuals or groups organized, consistent with Section 383.216, Florida Statutes, to assess needs, prepare plans, build community support, and ensure services are available to promote and protect the health and well-being of pregnant women and infants from birth up to age three.
- 12) Healthy Start Standards and Guidelines (HSSG) – The Florida Department of Health’s document that creates standards, criteria, and guidelines for implementation of Healthy Start services and the use of Healthy Start funds.
- 13) Individualized Plan of Care – A written statement in a participant’s record initiated at the initial contact and re-evaluated at each subsequent encounter that states the interventions needed based on risks and needs and the plan of action to be pursued.
- 14) Interconception Women – Defined as a woman who has previously been pregnant and is capable of becoming pregnant in the future who has risk factors that may lead to a poor pregnancy outcome and is also a Healthy Start participant.
- 15) Interconceptional Care (ICC) – Education and counseling services to improve a woman’s health between pregnancies to increase her chances of having a positive pregnancy outcome in the future. ICC is a set of interventions that aim to identify and modify biomedical, behavioral, and social risks to a women’s health or pregnancy outcome through prevention and management.
- 16) Encounters – A direct service encounter is direct contact with a participant or the participant’s provider via the telephone or face to face. A direct service encounter is unduplicated by date of service. For example, if a participant has two successful phone calls with their care coordinator on the same day, it is considered one encounter.
- 17) Time Documentation – Paperwork that must be submitted by the Provider to the Coalition by the pre-established due dates in order to receive payment.

- 18) Linkage – Also defined as referrals, is the process of assisting a participant with obtaining needed services and providing follow-up to ensure access to services.
- 19) Motivational Interviewing – A goal-directed, client-centered counseling style to elicit behavioral change by helping participants to explore and reduce ambivalence. The approach has been scientifically proven effective across a variety of clients and for a variety of issues, including substance abuse, health promotion, medical treatment adherence, and mental health issues.
- 20) Partners for a Healthy Baby – A research-based and practice-informed curriculum developed by the Florida State University Center for Prevention and Early Intervention Policy, used to strengthen home visiting models and improve birth outcomes, reduce rates of child abuse, increase intervals between pregnancies, strengthen families, enhance child health outcomes, and support maternal self-sufficiency.
- 21) Quality Assurance/Quality Improvement (QA/QI) – The continuous process for internal and external evaluation and reporting on the structure, process and outcome of the prenatal and infant health care delivery network. The process evaluates the extent to which administration, staff, and providers are in compliance with pre-established standards, and include corrective action planning and implementation aimed at services not meeting standards.
- 22) Quarterly Progress Report – The report showing a Provider's progress in implementing action steps each quarter of the fiscal year. The first quarter is July through September, second quarter is October through December, third quarter is January through March, and the fourth quarter is April through June.
- 23) Record Review – A process of determining quality assessment and improvement by reviewing Healthy Start participant records.
- 24) Risk Appropriate Care (RAC) – The provision of supports and services that directly address identified risk factors that participants or families are unable to solve without assistance. The concept of risk appropriate care implies that if the family is capable of solving the risk, without Healthy Start intervention, then resources will not be used with that family but rather will be targeted to those most at need.
- 25) Service Delivery Catchment Area - The geographic area that includes a logical network of prenatal, labor and delivery, postpartum, infant and child health care providers that can be reasonably accessed by participants.
- 26) CHARTS – One-stop site for Florida Public Health statistics and community health data. This site provides Florida's Healthy Start Coalitions with on-line access to monthly and quarterly Healthy Start screening, interconception care, substance use, and care coordination and wraparound service reports.
- 27) Financial Consequences – As required pursuant to Section 287.058, Florida Statutes, if Provider fails to perform in accordance with the contract.
- 28) Learning Management Systems (LMS) – Online training portal administered by the

Maternal, Infant, and Early Childhood Home Visiting Program to track professional development for the home visiting workforce.

- 29) Prenatal Risk Screening Form – A form that uses selected risk factors to identify pregnant women who are at an increased risk for pregnancy complications or adverse outcomes in accordance with Florida Administrative Code Chapter 64C-7.011.
- 30) Participant – Pregnant women, interconceptional care women, or infants/children from birth to age 3 who has been referred for Healthy Start services. If a participant is under the age of 3, the term participant includes their parent(s) or guardian(s). This term is interchangeable with the term “client.”
- 31) Health Equity – The concept that everyone should have a fair opportunity to attain their full health potential, regardless of their social, economic, demographic, or geographic background, and that no one should be disadvantaged from achieving that potential.
- 32) Healthy Start – A comprehensive maternal and infant health care program, established by section 383.216, Florida Statutes, that provides education and referrals to pregnant women, women with children under the age of three years, women who have had a recent loss (miscarriage, stillbirth, infant death), and women who have recently had an infant placed out of the home by adoption or removal by the Department of Children and Families.
- 33) Healthy Start Program Intervention and Pathways – Health screenings that monitor for intervention opportunities and include screenings and intervention pathways for perinatal depression, domestic violence, substance use, tobacco use, and child development.
- 34) Home Visitation Advisory Committee – A group composed of at least one representative from each participating home visiting agency, Healthy Start Care Coordination staff, and Healthy Start Coalition staff.
- 35) Infant Risk Screening Form – A form developed by the Department that uses selected risk factors to identify infants who are at an increased risk for mortality or morbidity in accordance with Florida Administrative Code Chapter 64C-7.011.
- 36) Social Determinants of Health – Factors in the social, economic, and physical environment that influence health, including housing, employment, education, transportation, poverty, racism, and toxic stress.
- 37) Subcontractor – Professionals and paraprofessionals who provide Healthy Start Program services for Healthy Start participants.
- 38) Other definitions of terms used in this contract are as set forth in Chapters 64F-2 and 64F-3, Florida Administrative Code and the Healthy Start Standards and Guidelines that are hereby incorporated by reference. If any changes are made to these documents during the year, the Provider agrees to abide by these changes, after notice of such changes and a reasonable time to comply is provided by the Coalition, or such changes are adopted or incorporated by reference in the rules of the Florida

Department of Health (FDOH) and the Provider is notified of these changes by the Coalition.

2. General Description

a. General Statement

- 1) _____ (hereinafter referred to as the Provider) will address the health, risks, and needs of pregnant women, interconceptional women as identified in the HSSG, and children from birth up to age three who reside in Leon County.
- 2) The Provider shall perform Healthy Start care coordination and wraparound services as set forth in Section 64F-3, Florida Administrative Code, and the Healthy Start Standards and Guidelines.

b. Scope of Services

- 1) The Provider shall, subject to available funding, establish, implement and monitor a local Healthy Start care coordination systems that provides women with access to prenatal care, care coordination, and wraparound services that promote healthy pregnancies, improved birth outcomes, and ensure that children from birth up to age three have access to services that promote normal growth and development. The coordinated systems of care will maximize public and private cooperation, be cost-effective, minimize barriers to care, and promote improved health and consumer satisfaction to the extent of available resources. The coordinated systems shall be developed in accordance with the procedures and requirements referenced in Chapter 64F-3, Florida Administrative Code and the Healthy Start Standards and Guidelines. These systems shall be implemented and maintained in the Provider's approved service area that is comprised of the following county: Leon
- 2) The Provider shall continuously monitor the Leon County Healthy Start system of care to ensure that participant services being provided meet the requirements of the Coalition mandates, the Florida Department of Health mandates, and the Healthy Start Standards and Guidelines.
- 3) The Provider shall, subject to available funding, deliver the following risk reduction services in accordance with A.2.c-h in this agreement.

c. Providing Direct Healthy Start Services

1) *Initial Assessment.* Initial Assessments are the point-of-entry into Healthy Start care coordination. The Provider will be responsible for providing attempts to contact for initial assessments to all participants who have been newly referred to Healthy Start services and who have been assigned to the Provider by a Healthy Start supervisor or a Coalition designee. If contact is successful, the Provider will offer to schedule a face-to-face meeting with the participant; a meeting will be scheduled with all participants who agree to meet. Individual assessment of needs is a face-to-face evaluation done in collaboration with the participant. The initial assessment identifies factors that may adversely affect pregnancy outcome or the participant's health status, the barriers to health care and other services, the participant's ability to mobilize supports, and assets

to address these factors and barriers. After the initial assessment is completed, participants who need, and agree to, further services are funneled into Healthy Start Care Coordination and other wraparound services.

d. Ongoing Care Coordination and Care Coordination Closure

1) Participant services will be provided by the Provider in accordance with provisions of services as outlined in the Healthy Start services portion of the Healthy Start Standards and Guidelines (HSSG) and as directed by the Coalition. If there is a discrepancy in service provisions between the HSSG and Coalition directives, the Coalition directives will prevail.

2) Ongoing Care Coordination is a set of interrelated activities by which participants and their families are assisted with locating and accessing needed services. The care coordinator works with the participants to establish priorities among the participant's needs for services and referrals in accordance with the individual of care. Ongoing Care services includes a process in which the Healthy Start care coordinators provide individualized, direct services to the participants. Direct Healthy Start services can include, but are not limited to, pregnancy and child health education, encouraging breastfeeding, using screening tools to identify issues and needs, providing child development education, interconceptional care, encouraging healthy eating, and providing emotional support. Ongoing care can also include wraparound services as described in F.1) below.

3) Closure to Healthy Start services occurs at the point where the participant exits the Healthy Start system. Criteria for closure should be established, in keeping with the Coalition's Service Delivery Plan and approved by the Coalition.

e. Other Risk Reduction Services

1) Healthy Start services are designed to reduce risk factors which contribute to poor pregnancy or birth outcomes. Healthy Start services can be delivered one-on-one or in a group setting in any appropriate location, which can include, but is not limited to, a clinic, a classroom, an auditorium, or a private home. Participants identified as needing wraparound services at initial contact are funneled into the Healthy Start services. Wraparound services may include breastfeeding education and support, childbirth education, nutritional counseling, psychosocial counseling, parenting support and education, smoking cessation, interconceptional care education, and psychosocial counseling.

2) To implement the Healthy Start Program core service component for smoking cessation, in accordance with Chapter 10 of the Healthy Start Standards and Guidelines, the Provider should offer two evidence-based interventions to women who smoke: a Referral to Tobacco Free Florida's Quitline and the Smoking Cessation Reduction in Pregnancy Treatment (SCRIPT) program. The SCRIPT program requires a half-day mandatory training.

3) For substance involved pregnant women, substance exposed children and families, in accordance with Chapter 12 of the Healthy Start Standards and Guidelines, the Provider will collaborate with the local health department in their

county, the local child protection team, providers of Healthy Start prenatal and pediatric care services, the local Children's Medical Services, Healthy Families, substance abuse treatment providers, hospitals and birth centers, and DCF and their contracted providers. The Coalition will form interagency agreements with the agencies mentioned above. Provider will:

- i. Offer the provision of services and multi-agency collaboration for substance-exposed pregnant women and infants;
- ii. Ensure the participant's record reflects documentation for all services, including documentation of repeated attempts to engage the woman in the Healthy Start Program, education received, and assessments performed;
- iii. Ensure ongoing care coordination is provided at an intensity and duration commensurate with the level of risk to the child and with the mother's needs and in coordination with other health or social service providers;
- iv. Ensure a report will be made to the Florida Abuse Hotline and document in the participant's record if the care coordinator has a concern that the mother/caregiver is not able to care for the infant or finds evidence of suspected neglect or abuse;
- v. Ensure that care coordination services are provided for the birth mother, regardless of whether the mother has or will retain custody of her child, up to 18 months after the birth, and;
- vi. Ensure appropriate services will also be offered to the caregiver when the mother is not the primary caregiver.

4) The Mothers and Babies curriculum will be offered to all women who show signs or symptoms of stress and/or anxiety. This includes prenatal women, mothers of infant / child clients, caregivers of infant/child clients, and ICC women. The Mothers and Babies program requires a mandatory training.

All of the above activities will be completed in accordance with the policies, procedures, and professional qualifications outlined in the most current edition of the Healthy Start Standards and Guidelines.

f. Major Program Goals

- 1) Reduce infant mortality and morbidity, improve pregnancy outcomes, and enhance the health and development of children from birth up to age three.
- 2) Establish, implement, and monitor a system of care for pregnant women, interconceptional women, and children from birth up to age three.

3. Participants to be Served

a. General Description

- 1) The area to be served by the Provider is Leon County. This service area is a part of the larger Coalition region that also serves Wakulla County.
- 2) Healthy Start offers outreach to pregnant women, women of childbearing age, and children from birth up to age three. The universal prenatal and infant risk screens help to identify pregnant women and infants who are at risk for adverse birth, health, and developmental outcomes. Healthy Start eligible pregnant women, interconceptional women, and children from birth up to age three are also offered care coordination and wraparound services that support families in reducing risk factors.

b. Participant Eligibility and Determination

Participants to be served by the Provider are those participants identified through Healthy Start prenatal or infant screening as scoring at-risk, who are referred by the Coordinated Intake and Referral process, who are self-referred, who are community referred, or who are referred based on factors other than score. Healthy Start participants receiving direct services under this Base contract are pregnant women, children from birth to age 3, and interconceptional care women in which the Agency for Healthcare Administration (AHCA) is not funding their Healthy Start services. AHCA funds Healthy Start services for some, but not all, Medicaid recipients per their protocols and guidelines. Services to be provided to Medicaid participants as outlined in the HSSG, but are not specifically being covered by AHCA funds, may also be provided to Medicaid recipients through this Base contract as funding allows.

c. Grievance Procedure

The Provider will provide to all participants information about how to file a complaint or grievance. The protocol is for participants to report complaints and grievances by contacting the Coalition's Executive Director or Administrative Director by phone, e-mail, or regular mail at the discretion of the participant. All new Healthy Start participants will be given contact information for above.

d. Contract Limits

Healthy Start Providers assure that participants being served are limited to those target populations identified in the Coalition's approved Service Delivery Plan and the availability of contractual funds.

B. Manner of Service Provision

1. Service Tasks

- a. General Information for Participants and Direct Services Responsibilities. The Provider shall:

- 1) Assure that all Healthy Start eligible women and children from birth up to age three in their catchment area are provided with the following general information during the initial contact with the participant:

- a. After-hours Resources - Afterhours support and resources are available either locally or through the use of the Family Health Line. Information about after-hour resources will be given to all Healthy Start program participants, assuring 24-hour access for emergency medical services. The Provider shall develop detailed policies and procedures for the management of after-hour calls and a copy shall be provided to the Coalition.
 - b. Coordination with Other Agencies - The Provider shall work with community-based organizations in the service area to deliver services and refer participants as appropriate. Any other letters of agreement shall establish general guidelines under which complementary service providers and the Provider shall work together to deliver comprehensive care coordination, Healthy Start services, and referrals for other program services.
 - c. Outreach - The Provider is responsible for supporting and assisting with Coalition efforts to increase public awareness about the Healthy Start program and the services available under this contractual agreement. Outreach activities will include a minimum of weekly visits to the prenatal care providers' offices to pick up and deliver screening forms, answer questions concerning the Healthy Start program, and provide technical assistance with screening form completion. Activities to increase awareness shall also include, but are not limited to, production and distribution of informational materials, press release, public speaking, health fairs, and contact with specific organizations and agencies. Production of written materials about the program shall be developed in conjunction with the Coalition.
- 2) Review and monitor the infant mortality rate for the Provider's service delivery area.
 - 3) Review and monitor the infant low birth weight percentage for the Provider's service delivery catchment area.
 - 4) Create, for approval by the Coalition, a proposed line item budget that delineates how the Provider plans to spend the direct services dollars. This line item budget will be submitted on the date identified by the Coalition in writing. The Provider's travel to be paid with these funds is subject to the limits/per diems of Section 112.061, Florida Statutes. The Provider shall submit any revisions to this line item budget to the Coalition's QA/QI Director throughout the year electronically or by mail.
 - a) Funds Usage. Administrative costs shall not exceed 10% of the total amount of Service Dollars allocated by the Coalition within this contract. The percentage of administrative costs paid from the Healthy Start funds cannot exceed the percent of total activity represented by the Healthy Start provider. Revisions to the line item budget shall be submitted in writing to the Coalition for approval.
 - b) Line Item Budget. The Coalition shall review and approve or disapprove the line item budget including any revisions. The Coalition may not deny or reject the line item budget and revisions except for good cause. Good cause shall be determined by the Coalition and shall be based on if the allocation is allowable under the contract, applicable laws, rules and regulations and is reasonable and necessary. No contract shall be renewed without the budget being submitted. Any rejection shall be in writing, shall specify each of the reasons for rejection,

and shall reference the resolution process as outlined in Section D.8 of Special Provisions.

- c) Third Party Billing. Where appropriate, the Provider will bill third party payers, including Medicaid, Medicaid prepaid health plans and commercial insurance as well as the individual. These fees constitute program income. The Provider is authorized to keep all program income generated, or disburse it according to subcontracted arrangements, provided that any expenditure of these funds meets the intent of the Healthy Start program and augments the provision of services specified in this Attachment.
 - d) Participant Enrollment. The Provider is responsible for maximizing third party payments by assisting participants with screening and eligibility procedures for such programs as Medicaid or other public or private payers.
 - e) Reporting. The Provider will work with the Coalition to develop a standard fiscal and service reporting format that accurately reports expenditures associated with service delivery for the identified programs as well as third party revenues generated from the provision of billable services. The unit cost of Healthy Start services will be calculated for the Coalition as required by the reporting process. Fiscal reports will be provided to the Coalition quarterly along with programmatic reports and will include an expenditure report.
- 5) All expenditures made as a direct result of services tasks provided through the funding of this contract will be detailed to the Coalition quarterly in a reporting format that includes the line item name, total funds, monthly expenditures, year-to-date expenditures, and balance. The report will include a certification that these expenditures are true, accurate, directly related to this contract and signed by an individual with legal authority to bind the Provider. The Provider shall submit, at a minimum, a quarterly expenditure report to the Coalition. The QA/QI monitoring plan of the Provider will be as determined by the Coalition.
- 6) It is the Provider's responsibility to track expenditures and to notify the Coalition whenever there is a possibility that any Base dollars will not be spent before the fiscal year has ended. After the contracted fiscal year has ended, any unspent funds must be returned to the Coalition. The Coalition will be responsible for returning the unspent funds to the Florida Department of Health.
- 7) Monthly Outcome/Performance Measure Report, which include Measurements that May Have Financial Consequences. Client case reviews will be conducted at least once per quarter by a Healthy Start program manager and/or the Coalition for the Provider. Performance and Outcome Measures reports will be derived from these client case reviews. The Coalition and the Provider shall review and discuss Core Outcome/Performance Measure Reports during the Coalition and Provider QA/QI meetings. The Healthy Start Services Reports from the Well Family System and reports from CHARTS shall be also used in monitoring client services. All measurements that carry financial consequences will be reviewed during these meetings. All measures that carry financial or other consequences will be reviewed during these meetings. Other consequences may be, but are not limited to, verbal warnings, written warnings, corrective action plans, and termination of the contract. Also reviewed during these meetings will be service provisions and measures that

are important to the success of the Healthy Start program but that do not have specific financial consequences. The Provider will monitor service provisions and programmatic compliance on a continuous basis and will report problems or issues that affect services to the Coalition should they arise. The Provider will also be prepared to discuss with the Coalition steps they have taken towards resolving the issues.

DIRECT SERVICES RESPONSIBILITIES. The Provider shall:

- 9) Perform Healthy Start care coordination, linkage and information, wraparound services to meet performance-based measures as set forth in Rule 64F-2.002(7), Florida Administrative Code, the Healthy Start Standards and Guidelines, and in accordance with the Coalition's Service Delivery Plan (SDP). These selections shall be based on the services needed, the SDP's needs assessment and service delivery planning pursuant to Attachment 1, and the capabilities of the Provider.
- 10) The Provider shall:
 - a) Maintain a description and identification of the scope of services to be provided.
 - b) Maintain a description of the mechanism for ensuring participant eligibility for the services outlined in the Healthy Start Standards and Guidelines.
 - c) Maintain a description of the mechanism for providing general information to all eligible participants about the availability of services, location of facilities, hours of service and grievance review procedures.
 - d) Maintain a description of quality assurance activities, including the receipt of annual consumer satisfaction surveys, that comply with the laws and regulations of this contract, the state and federal governments concerning quality assurance and utilization review.
 - e) Complete the Financial and Compliance Audit (Attachment C) Exhibit 1, if applicable regarding state and federal funds.
 - f) Document and input participant data in the Well Family System (WFS) database system or any other database system designated and approved for this use. Codes to be used are outlined in the HSSG. Participant service codes, case notes, notes to the record, and any other participant documentation must be entered into the WFS, or an approved data system, within one (1) business day of the service being provided.
 - g) Assurance that Provider staff who have direct service contact with Healthy Start participants have a background screening performed prior to employment.
 - j) All Healthy Start wraparound services contain a provision for reporting participant service data in a format that can be coded and entered into the WFS data system or any other database system designed and approved for this use.
 - k) Assure that Healthy Start staff complies with E-Verify requirements.

- 11) In conjunction with the Coalition, implement and oversee outreach activities as stated in the Healthy Start Standards and Guidelines in order to encourage Healthy Start screening and assist in assuring that eligible women and children from birth up to age three have access to needed health and support services.
- 12) Assure that all prenatal women, interconceptional women, and children from birth up to age three who are identified as at-risk by the screening or referral process are notified of their risk status.
- 13) Assure that Healthy Start eligible women and children from birth up to age three receive services as stated in the Healthy Start Standards and Guidelines.
- 14) Assure that Healthy Start eligible women and children from birth up to age three who are assessed as in need of further intervention are offered and directed into Healthy Start care coordination and other wraparound services.
 - a) Participants receiving an initial assessment shall be evaluated for further needs. Participants needing Healthy Start ongoing care services shall receive services based upon the system of care as outlined in the Healthy Start Standards and Guidelines.
 - b) Participants identified as needing other wraparound services shall be offered and directed into such services which include the following:
 1. Breastfeeding education and support
 2. Childbirth education
 3. Nutritional counseling
 4. Parenting education and support
 5. Psychosocial counseling services
 6. Tobacco education and cessation
 7. Interconception education and counseling
- 15) Assure that a written internal QA/QI system relative to the subcontracted activity is in place. The Provider shall create and maintain an ongoing written internal QA/QI plan. The plan will include, but is not limited to, how monitoring will be conducted, how often monitoring will occur, methods of monitoring, what aspects of the program will be monitored, and how issues or problems found will be addressed. The QA/QI plan will be submitted to the Coalition, in writing, within 30 days of execution of this contract. The Coalition shall review and approve, or request changes, to the QA/QI plan. The Provider shall submit any revisions they make to their internal QA/QI plan to the Coalition's QA/QI Director electronically, by mail, or in person. The Provider shall also submit quarterly QA/QI review reports to the Coalition, along with any summary of record review forms specific for care coordination and wraparound services.

- 16) The Provider and the Coalition shall work collaboratively to assure that the prenatal and infant care provider databases are updated with new provider information as they are identified.
- 17) The Provider shall continuously monitor the Leon County Healthy Start system of care to ensure that participant services being provided meet the requirements of the Coalition mandates, the Florida Department of Health mandates, and the Healthy Start Standards and Guidelines. Examples of monitoring include, but are not limited to, training and monitoring care coordinators, reviewing records, providing direct services, surveying participants, evaluating performance, facilitating trainings, participating in community meetings and events, and interacting with the Coalition.

b. Task Limits

- 1) The Provider shall use Direct Service funds for the provision of the Healthy Start service components as detailed in the Healthy Start Standards and Guidelines. The Provider's line item budget for funds received from the Coalition through this contract, and the approved use of administrative funds from the direct service dollars, are also included in the budget, which is hereby incorporated by reference.

2. Staffing Requirements

a. Staffing Levels

It shall be the Provider's responsibility to establish staffing levels necessary for the completion of deliverables required by Attachment 1 of this contract within available resources. The Provider shall also maintain staffing levels in order to ensure the optimal delivery of services to participants within available resources as outlined in the Healthy Start Standards and Guidelines.

b. Professional Qualifications

The Provider shall determine the appropriate professional qualifications necessary to perform the required functions of the Provider in accordance with requirements in the Healthy Start Standards and Guidelines.

c. Staff Training

The Provider shall ensure their staff and subcontractors are trained on topics, areas, and curriculum as determined or approved by the Coalition. Determination of mandated and recommended trainings will be guided by requirements and recommendations from the Florida Department of Health, HSSG mandates, local community needs, the Florida Association of Healthy Start Coalitions, and research of best practices.

- 1) At minimum, all Healthy Start staff will be trained in cultural competency.
- 2) At minimum, all care coordinators and supervisors of care coordinators will be trained in the Smoking Cessation Reduction in Pregnancy Treatment (SCRIPT) curriculum, Ages and Stages 3 Questionnaire (ASQ-3), Interconceptional Care curriculum, Mothers and Babies curriculum, FSU's Partners for a Healthy Baby curriculum, breastfeeding education, and motivational interviewing,

- 3) It is required that care coordinators receive training to provide Breastfeeding Education and Support in accordance with the HSSG. The training should begin within six (6) months of date of hire. Care coordinators may also be required to take steps to become certified Childbirth Educators when funding allows
- 4) Provider's new staff must complete a Health Equity training in LMS within 60 days of hire.
- 5) Provider will maintain a log of dates of completion for each Healthy Start staff member on mandatory and recommended trainings; the logs will be made available to the Coalition upon request.
- 6) Healthy Start staff will use the Learning Management System (LMS) to take and track trainings as appropriate.
- 7) Mandatory trainings may be added, changed, or deleted as necessitated by updates or changes from DOH, HSSG, FAHSC, and local community needs.
- 8) The Provider must provide the Coalition with documentation of Healthy Start staff's qualifications, education, licensures, and certifications upon signature of this contract. Documentation accepted may include transcripts, diplomas, copies of licensure issued by the State of Florida, certificates of completion of a recognized certification program or training, and other written proof of education and qualifications.

d. Staffing Changes

The Provider shall notify the Coalition within 15 working days, by e-mail, of any administrative and direct service staffing changes. All changes in staff will also be reported on the quarterly reports (Attachment B).

3. Service Location and Equipment

a. Service Delivery Location

The Provider's service delivery location(s) must be accessible to their community partners and to the population being served.

b. Service Times

The Provider service delivery location and service times must be open, at minimum, Monday through Friday from 8:00 am to 5:00 pm, Eastern Time, except for state holidays. Any changes to Provider's service delivery location and service times must be approved by the Coalition.

c. Changes in Location

The Provider shall notify the Coalition of any changes in the Provider's office location that may impede the progress of the Provider performing tasks a minimum of two weeks prior to the change.

d. Equipment

The Provider will assure that staff has access to the basic equipment and resources needed to perform the required services under this contract. These include, but are not limited to, office space, desks, chairs, telephones, appropriate forms, and computer-stored information.

4. Deliverables

a. Healthy Start Direct Services Reports

1) Within 30 days of contract execution. Annual Budget Request documentation and an Internal QA/QI plan for Healthy Start Direct Services will be submitted to the Coalition according to the following Program Deliverable schedule:

Annual Budget Request	Due within 30 days of execution of the FY 2021-22 contract
Internal QA/QI Plan	Due within 30 days of execution of the FY 2021-22 contract

Documentation will include the following:

- a) Annual Budget Request form (see Attachment I)
- b) An Internal QA/QI Plan developed by the Provider to monitor Healthy Start services.

2) Quarterly Reports. Quarterly narrative reports, quarterly financial reports, and quarterly case review reports for Healthy Start Direct Services will be submitted to the Coalition according to the following Program Deliverable schedule:

Quarter 1 (July, August, September)	Reports due October 10, 2021
Quarter 2 (October, November, December)	Reports due January 10, 2022
Quarter 3 (January, February, March)	Reports due April 10, 2022
Quarter 4 (April, May, June)	Reports due July 10, 2022

Each Quarterly Narrative Report will include the following programmatic and coding information (see Attachment B):

- a) Report on Healthy Start service provisions
- b) Report on trainings and community events attended by staff receiving Healthy Start Services funds
- c) Report of needs, trends, and concerns

Each Quarterly Financial Report will include the following financial information (see Attachment G):

- e) A report of Expenditures, by line item, for all expenditures made as a direct result of services provided through the funding of this contract. The report shall include certification that these expenditures are true, accurate, and directly related to this contract by an individual with legal authority to bind the Provider.
- f) A report of names, positions, annual salaries and benefits, and percentage of time spent providing services related to this contract for all staff who are receiving funds from this contract.

- g) The Coalition reserves the right to request backup documentation at any point for expenditures reported to the Coalition by the Provider in the Quarterly Report.

Each Quarterly Case Reviews will include the following: programmatic and coding information:

- h) Peer reviewed case reviews on at least thirty (30) Healthy Start cases reflecting both prenatal and infant/child cases (see Attachment K-1). At least twenty-five (25) of the Healthy Start cases should be open cases and five (5) should be closed cases. Copies of results of each case reviewed should be included with the Quarterly Report, as well as a copy of the completed Healthy Start case review summary form. The Provider shall complete case reviews for three quarters of each program year. The Coalition shall complete case reviews for one quarter each fiscal year. The Coalition will determine the quarter in which they will conduct the case reviews and will notify the Provider of this determination.

c. Records and Documentation.

- 1) The Provider shall establish and maintain records and documentation in accordance with generally accepted operational procedures and practices.
- 2) The Provider agrees that all records and documentation pertaining to activities funded by this contract shall be subject to review by the Coalition and the Florida Department of Health.
- 3) The Provider shall ensure that all material, records, and documentation pertaining to this contract is maintained by the Provider for a period of six years after the end of the contract or the completion of the financial audit, whichever is later. The Provider shall ensure that all records and documentation containing medical information on individual participants are maintained for a minimum period of seven years.

5. Performance Specifications

a. Core Performance Measures

Performance measures shall be reviewed annually and goals may be re-determined for the upcoming fiscal year from the Well Family System and from Quarterly record reviews. The data source for the calculations are available from the Well Family System and from Quarterly record reviews.

- 1) At a minimum, **95%** of Healthy Start participants will receive an Initial Assessment, or an attempt to assess, within five (5) business days of receiving the new client assignment.
- 2) At a minimum, **95%** of new Healthy Start participants not reached at 1st attempt will receive 2nd attempt to contact within 10 business days of 1st attempt, and the 3rd attempt to contact within 10 business days of 2nd attempt.

- 3) At a minimum, **95%** percent of Healthy Start records will contain documentation that a status letter of the Initial Assessment has been sent to the healthcare provider within thirty (30) calendar days from first attempt to contact when the provider is known and there is release to do so.
- 4) At a minimum, **90%** of sampled client encounters will be coded accurately.
- 5) At a minimum, **90%** of all participant data, codes, case notes, and any other documentation will be entered into the client database system within one (1) business day of the service, or attempted service, being provided.
- 6) At a minimum, **95%** of Healthy Start participant records will contain documentation of an Individualized Plan of Care (IPC) at each participant encounter.
- 7) At a minimum, **90%** of Healthy Start participant records will contain documentation of follow-up of IPC and follow-up of referrals made at each subsequent encounter.
- 8) At a minimum, **90%** of Healthy Start participant records will contain documentation that mandatory curriculum and tools were used or justification as to why they were was not used.
- 9) At a minimum, **90%** of all participant records will have ongoing documentation of their medical visits and upcoming appointments.

b. Standards Definitions

The standards by which the Provider's outcomes and outputs will be measured shall be defined in the Coalition's Service Delivery Plan and subsequent Annual Action Plan Updates approved by the Department of Health. The Provider shall comply with all administrative standards as defined in Section 383.216, Florida Statutes, and Chapter 64F-2, Florida Administrative Code, and the terms and conditions of this contract.

c. Monitoring and Evaluation Methodology

- 1) The Coalition is responsible for oversight and quality assurance of the Healthy Start System of Care outlined in the service delivery plan and the Coalition designates the Provider as lead agency. The Provider shall maintain an internal quality assurance and quality improvement system to ensure Healthy Start services are provided according to the Healthy Start Standards and Guidelines, Chapter 64 F-2 and Chapter 64 F-3, Florida Administrative Code, and the Coalition's Service Delivery Plan.
- 2) By execution of this agreement, the Provider hereby acknowledges and agrees that its performance, under this contract, must meet the standards set forth above and will be bound by the conditions set forth below. If the Provider fails to meet these standards, the Coalition, at their exclusive options, may allow up to six months for the Provider to achieve compliance with the standards. If the Coalition affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within

the specified time frames, the Coalition will terminate the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Coalition. If the six month warning is invoked but the Provider demonstrates a good faith effort towards improvement, the agreement does not necessarily have to be terminated.

3) The intent of this provision is to ensure quality and accountability among Providers. The Provider is expected to attempt to achieve the performance goals set forth in other sections of this agreement. If appropriate efforts are made to achieve compliance but all the standards are not met, the Coalition may provide technical assistance to the Provider to assist the Provider in achieving the goals and simultaneously evaluate the standards themselves.

4) The Provider will develop and implement a written Quality Assurance/Quality Improvement (QA/QI) Plan specific to the services being provided through contract with the Coalition. This plan will specify records, reports, documents, tools and methods to be utilized in conducting internal monitoring and evaluation activities, as well as the expected or minimum frequency of these activities. The minimum reporting frequency is quarterly.

5) All QA/QI activities required of the Coalition by the Florida Department of Health will be required of the Provider by the Coalition. The Coalition will employ, given the availability of funds, a full-time QA/QI Director to consistently and continually monitor the Provider's QA/QI plan. A copy of this plan shall be submitted to the Coalition's QA/QI Director on an annual basis. The QA/QI Director shall be in contact with the Provider's Healthy Start care coordination program manager or supervisor at least once a month to review QA/QI issues and provide guidance from the Coalition on how to continually improve the system of care. The QA/QI Director shall review all reports required of the Provider, monitor Provider performance through collection and analysis of appropriate data, provide training to providers on relevant subjects (e.g., HSSG and RAC), develop the necessary Provider manuals and corrective action plans, and will conduct an annual site visit.

6) The Provider shall cooperate fully with the Coalition's Administrative Director in the pursuit of an ever improving system of care and to ensure that all contracted Healthy Start services are provided in accordance with the HSSG.

6. Provider Responsibilities: Coordination with Other Providers/Entities

The Provider shall ensure that all Healthy Start services are coordinated through the Care Coordination system as required under Section 383.011, Florida Statutes.

7. Coalition Responsibilities and Obligations

a. The Coalition shall:

1) Provide technical assistance and programmatic information, including training and other appropriate support, to the Provider upon request and to the extent that resources allow.

2) Perform a site visit monitoring of the Provider on an annual basis. The site visits may

include, but shall not be not limited to, review of procedures, review of participant records, staff interviews, accounting records, the Provider's internal QA/QI reviews, review of performance measures and progress toward the Provider's goals, and an assessment of local needs.

3) Pay the Provider for services rendered under this contract as described in section C.1-4 subject to the availability of funds and receipt of a properly completed invoice and deliverables.

b. Coalition/Florida Department of Health Determinations.

The Coalition and the Florida Department of Health reserve the right to make any and all reasonable determinations it deems are necessary to protect the best interest of the State of Florida and the health, safety and welfare of the participants. Such determinations may include, but are not limited to, all terms and conditions of, and any amendments to, this contract.

8. Service Provision Limits

The funds from this contractual agreement shall be utilized by the Provider solely for the provision of Healthy Start care coordination and wraparound services.

C. Method of Payment

1. Payment. This is a fixed price, fixed fee contract. The Coalition will pay the Provider for completion of the Deliverables as specified in Sections B.4.a-b, a total amount not to exceed \$_____ for the contract term. Payments will be made as follows:

a. Healthy Start Direct Client Services

1) Deliverables 4.b.1-2): Monthly payments of \$_____ for the months of July 2021 through May 2022, and monthly payment of \$_____ for June 2022.

2. Unit of Service: A unit of service will consist of one completed deliverable as specified in Sections B.4.a-b.

3. Invoice Requirements. The Provider shall request payment through properly completed and signed invoices (Attachment A). Upon receipt, the Provider shall receive payment via an electronic transfer from the Capital Area Healthy Start Coalition.

4. Supporting Documentation

a. Budget. Submit a budget request and justification for the FY 2021-22 to the Coalition (Att. I) within 30 days of contract execution. Any revisions to an approved budget or budget justification must be submitted to the Coalition for review and approval prior to implementation.

b. Quarterly Financial Reports. For each quarter, prepare a quarterly financial report (Att. G) stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit the report to the Coalition by the 10th of the month following the end of each quarter (Oct. 10, Jan. 10, Apr 10, July 10).

c. Quarterly Narrative Reports and Case Reviews. For each quarter, prepare a quarterly report (Att. B) and perform a minimum of 30 Healthy Start case reviews (Attachment Att. J) and submit the reports to the Coalition by the 10th of the month following the end of each quarter (Oct. 10, Jan. 10, Apr 10, July 10).

d. Financial Consequences

1) If Deliverables or Performance Standards Requirements are not met, financial consequences may be imposed.

Deliverables	Financial Consequences that may be Imposed
Annual Deliverables – Healthy Start Direct Services	
Provider shall submit their Annual Budget Request for Healthy Start Direct Services to the Coalition for approval within 30 days of the start date of this contract	Failure to submit the Annual Budget Request within 30 days of the start date of this contract will result in a five percent reduction in the annual payment amount.
Provider shall submit a written internal QA/QI plan for Healthy Start Direct Services for within 30 days of this start of this contract.	Failure to submit a written internal QA/QI plan within 30 days of the start date of this contract will result in a five percent reduction in the annual payment amount.
Quarterly Deliverables – Healthy Start Direct Services	
Provider shall submit Quarterly Narrative Reports (Att. B) containing Healthy Start Direct Services information by the 10 th day of the month following the end of the quarter (Oct. 10, Jan. 10, Apr. 10, July 10).	Failure to submit a quarterly narrative report by the 10 th day of the month following the end of the quarter will result in a five percent reduction in the quarterly Healthy Start direct services payment amount.
Provider shall submit Quarterly Financial Reports containing Healthy Start Direct Services expenditures by the 10 th day of the month following the end of the quarter (Oct. 10, Jan. 10, Apr. 10, July 10).	Failure to submit a quarterly financial report by the 10 th day of the month following the end of the quarter will result in a five percent reduction in the quarterly Healthy Start direct services payment amount.
Provider shall submit at least fifteen (15) Healthy Start case reviews by the 10 th day of the month following the end of the quarter (Oct. 10, Jan. 10, Apr. 10, July 10).	Failure to submit 15 case reviews by the 10 th day of the month following the end of the quarter will result in a five percent reduction in the quarterly Healthy Start direct services payment amount.

Performance Standard Requirements	Financial Consequences that may be Imposed
Healthy Start Direct Services – Measures will come Well Family System and Case Reviews	
At a minimum, 95% of Healthy Start participants will receive an Initial Assessment, or an attempt to assess, within five (5) business days of completion of the Initial Intake.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
At a minimum, 95% of new Healthy Start participants not reached at 1 st attempt will receive 2 nd attempt to contact within 10 business days of 1 st attempt, and the 3 rd attempt to contact within 10 business days of 2 nd attempt.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.

At a minimum, 96% of Healthy Start records will contain documentation that a status letter of the Initial Assessment has been sent to the healthcare provider within thirty (30) calendar days from first attempt to contact when the provider is known and there is release to do so.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
At a minimum, 90% of sampled client encounters will be coded accurately.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
At a minimum, 90% of all participant data, codes, case notes, and any other documentation will be entered into the client database system within one (1) business day of the service, or attempted service, being provided.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
At a minimum, 95% of Healthy Start participant records will contain documentation of an Individualized Plan of Care (IPC) at each participant encounter.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
At a minimum, 90% of Healthy Start participant records will contain documentation of follow-up of IPC and follow-up of referrals made at each subsequent encounter.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
At a minimum, 90% of Healthy Start participant records will contain documentation that mandatory curriculum and tools were used or justification as to why they were not used.	If this measure is not met two quarters in a row, a \$_____ fee may be imposed. Not meeting this measure may also result in termination of contract.
General Services	
Provider shall ensure staffing levels are sufficient to complete all of the responsibilities outlined in the Contract and that qualified staff are delivering all services.	\$150.00 per incident and then \$25.00 per day beyond the agreed on corrective date

e. Approval of Invoices with Financial Consequences

The Coalition's Executive Director will approve the invoices and applications of any financial consequence. The Board will be informed of any financial consequences should they be imposed.

D. Special Provisions

1. Security Clause

The Provider shall maintain confidentiality of all data, files, and records in its possession including participant records related to the services provided pursuant to this contract and shall comply with state and federal laws pertaining to confidentiality including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Florida Department of Health Information Security Policies 1999-2000, as amended, which is incorporated herein by

reference and the receipt of which is acknowledged by the Provider upon execution of this agreement. The Provider will adhere to any amendments to this agreement that pertain to the Department's security requirements provided to it during the period of this agreement. The Provider shall require that its contracted providers also comply with any applicable professional standards of practice with respect to participant confidentiality.

2. Other Funds

The Provider may utilize funds obtained from sources other than those provided through this contract for either the operation of the Provider or for contracting with other subcontractors to deliver direct participant services. These funds may include, but are not limited to, gifts, contracts, grants, or donations from local, state, and federal agencies, community service agencies, corporations, and private citizens.

3. Right to Data

Where activities supported by this agreement produce data in the form of original writing, drawings or other graphic representation and works of any similar nature, the Coalition has the right to use, duplicate, and disclose such materials in whole or in part, in any manner it deems necessary, and to allow others acting on behalf of the Coalition to do so. The Coalition, however it uses this data, will give attribution to the original source. In all uses of disclosure, the Coalition will adhere to the Florida Department of Health's Information Security Policies.

4. WIC Program

There current is an agreement for the disclosure of information between the WIC program and Healthy Start that is valid.

5. Contract Renewal

This contract may be renewed on a yearly basis, in writing, for no more than three years beyond the initial contract. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Coalition and shall be subject to the availability of funds.

5. Debarment

The Provider must complete and maintain on file the Department of Health's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form and the Certification Regarding Lobbying Form (Attachment E).

6. Financial and Compliance Audit

The Provider must comply with Attachment D's Financial and Compliance Audit Guidelines. The Provider is required to maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA and CFDA number identified in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

The Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

1. allowable under the contract and applicable laws, rules, and regulations;
2. reasonable; and

3. necessary in order for Provider to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Coalition and/or the State Chief Financial Officer and Provider will timely comply with any requests for documentation.

Financial Report. The Provider shall submit a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Coalition Department within ten (10) days of the end of each quarter. Each report must be accompanied by a statement signed by an individual with legal authority to bind Provider certifying that these expenditures are true, accurate and directly related to this contract.

7. Protocol

The Provider will follow the Healthy Start Complaints and Grievances Protocol, Attachment B.

8. Conflict Resolution

Issues that cannot be resolved between the Coalition and the Provider will be referred for dispute resolution to the Shared Governance Committee of the Florida Association of Healthy Start Coalitions and the Florida Department of Health.

9. Non-Expendable Property

Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of at least one year, and hard-bound books, which are not circulated to students or the general public, with the value or cost of \$250 or more. Hard back books with a value or cost of \$250 or more should be classified as OCO (Other Capital Outlay) expenditures.

All such property purchased with funds from this contract shall be listed on the property records of the Provider. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property. All such property purchased with funds from this contract shall be inventoried annually and a written inventory report shall be presented to the contract manager during the contract monitoring.

Title (ownership) to all non-expendable property acquired with funds from the contract shall be vested in the Department upon completion or termination of the contract.

At no time shall the Provider dispose of non-expendable property purchased with funds from this contract except with the permission of the Coalition in accordance with their instructions.

10. Background Screening

The Provider shall ensure staff, subcontracted staff, volunteers, interns, and all other persons who have direct service contact with Healthy Start participants have a background screening or criminal history (state and national) background check as provided in Section 943.0542(2), Florida Statutes. If there are questions as to whether a background screening is required for a particular position, the Provider should consult with the Coalition. Initial screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI).

The Provider must initiate background screening, including fingerprinting, at the time an applicant or subcontractor accepts a job offer or a volunteer agrees to perform services for the organization. Results of the background screening must be received by the Provider before the prospective staff, subcontracted staff, volunteer, intern, or others can begin working or volunteering with the Provider or their subcontractors. The Provider must provide written confirmation to the Coalition that the background screening has been completed with respect to each volunteer and employee of the subcontractor providing direct services. No employee or volunteer shall remain in service with the Provider or subcontractor with an unfavorable background screening or a background screening that reflects the offenses listed in Section 435.04(2), Florida Statutes. The background screening results shall be retained on file at the Provider's location. Failure to comply with background screening requirements may result in the termination of the contract.

The Provider does not have to re-screen staff or subcontracted staff that has been previously screened for purposes of employment or due to licensure within the last five years, provided the background screening results is made available to the Provider.

11. Legislative Increase in Funding

Retroactive to July 1, additional funds may be added to this contract through forthcoming legislative appropriations and later identified in the operation budget for the increase of the amount of funding. If this contract is executed prior to the amount of increase being known or effective, an amendment must be executed for the increase. The Provider shall submit a revised allocation methodology plan detailing the use of the additional funds.

12. Legislative Decrease in Funding.

Retroactive to July 1, funds may be reduced in this contract through forthcoming legislative appropriations and later identified in the operation budget. If this contract is executed prior to the amount of the decrease being known or effective, an amendment must be executed for the decrease. The Provider shall submit a revised allocation methodology plan detailing the adjusted funding amounts.

13. WFS and HMS Access

The Provider shall require that its subcontractors comply with applicable professional standards of practice with respect to participant confidentiality and information obtained through access to HMS and WFS.

14. WFS and HMS Access Removal

The Provider is to notify the Florida Department of Health within one working day if a member of the Provider, or subcontracted external provider staff with access to HMS, is leaving the employment of Healthy Start so that access to HMS can be removed. Notification shall be by e-mail at dlhmssupport@doh.state.fl.us with the contract manager being copied. The Provider does not need to notify the DOH regarding termination of County Health Department staff as they are required to follow the Florida Department of Health protocols to be removed from HMS. The Provider is also to notify WFS programmers when a Provider or subcontracted external provider is leaving employment with Healthy Start. Notification to WFS shall be made by using the Support Ticket function in the WFS.

15. Unexpended Funds

If this contract is funded with federal awards and/or financial assistance, and the Provider is determined to be a recipient or sub-recipient pursuant to OMB Circular A-133, § .105 and/or Sections 215.97(2)(m) and (v), Florida Statutes, as indicated on the Exhibit 1, the Provider

must ensure that funding received under this contract in excess of expenditures is remitted to the Coalition by check by November 15 following the contract period. In the event of contract termination, the Provider must ensure that funding received under this contract in excess of expenditures is remitted to the Coalition within 45 days of termination of the contract.

16. The Provider is required to provide the Healthy Start risk screening infrastructure such as data entry into HMS for the prenatal risk screens, providing blank prenatal risk screening forms to medical providers responsible for prenatal risk screening, collecting risk screens from the medical providers, and forwarding prenatal risk screening forms to the county in which the participant lives within five business days of receipt of the forms.

17. The amount of federal funds contained in the total contract amount is \$_____ for direct service activities. The Catalogue of Federal Domestic Assistance (CFDA) number is 93.994.

*****End of Text*****

Provider Invoice for Healthy Start Base Contract Services

Provider Name and Address
, FL 323

Period Covered by This Invoice
From: 7/1/2021
To: 7/31/2022

Healthy Start Base Services Contract

Deliverable	Percentage of Funding	Dollar Amount of Funding
Healthy Start Services	100.0%	

Amount of Funds Requested _____

Amount of Funds Requested Year to Date _____

\$0.00

Signature _____

Title _____

G. ATTACHMENTS <input type="checkbox"/> Quarterly Report <input type="checkbox"/> Monthly Narrative <input type="checkbox"/> Other
H. TYPE OF INVOICE <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Final

 All spaces below the dotted line are for CAHSC use only. Please leave these spaces blank.

Signature _____ Date _____

CAHSC Executive Director

Attachment B – Leon County

CAPITAL AREA HEALTHY START COALITION AND

Healthy Start Direct Services Program

FY 2021-22

QUARTERLY REPORT

Reporting Period	___ Q1 July - September [Report due by October 10]
	___ Q2 October – December [Report due by January 10]
	___ Q3 January - March [Report due by April 10]
	___ Q4 April - June [Report due by July 10]
Prepared by	
Date submitted	

Case Reviews

Requirements	Date
30 Open Healthy Start Cases Reviewed (Attach copies)	
5 Closed Healthy Start Cases Reviewed (Attach copies)	
Record Review Summary Completed (Attach copies)	

Number of New Healthy Start Participants in Leon County by Month

Counts by month for the Quarter. Counts are found in WFS Healthy Start Data-List with Date Type as "WFS Case Assigned." Chose date range per month for this report.

Month	# Prenatal	# Infants/Child	# ICC women

Number of Face-to-Face Encounters for Leon County Care Coordinators

"Care Coordinator" includes interns, supervisors or anyone else who has coded FTF visits

Note: Count all FTF visits – can be more than one per client per month

Care Coordinator (list name, degrees, FTE)	Month	# of FTF IA (3215) visits for the month		# of FTF OC Pathways visits for the month	
		Medicaid	Non-Medicaid	Medicaid	Non-Medicaid
<i>Example:</i>	July	3	2	14	10

Staff Community Activities

(Meetings, community events, etc.)

Healthy Start staff names (all staff and interns, not just cc's)	Community activities attended this Quarter (date and title of activity)
<i>Example:</i> Trisha Green	9/3/20: FIMR CRT meeting 9/10/20: Community Action Group meeting

Staffing Changes

(List changes to staffing including new staff, staff who left, and reassignment of job duties)

Healthy Start staff names (all staff and interns, not just cc's)	Describe the change that occurred	Date change occurred

Classes offered to Healthy Start clients this Quarter

Class Topic	Number of Classes/Sessions	Number of Participants

Are there problems with specific medical providers you would like the Coalition to address during our next Outreach activity? (Please elaborate):

Are there any staff training needs that the Coalition can assist with?

--

Trends / Concerns

You are our front line. You can tell when things start to change or “don’t feel right.” This does not need to be backed up by facts. Just let us know what your instincts are telling you about how the maternal, infant, and child healthcare system is working in your county. Also add any suggestions you have for improvements in the system or problems you see that are currently being practiced. This space can also be used for you to share any new processes or practices you have begun in your CI&R or Healthy Start programs.

--

Mission:

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



Vision: To be the Healthiest State in the Nation

ATTACHMENT C

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. _____ **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.

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

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.

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 #: **HS** **B21-22**

Federal Award Identification #: _____

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

Federal Agency 1 HRSA (Department of HHS) CFDA# 93.994 Title V \$ TBA

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

TOTAL FEDERAL AWARDS \$ TBA

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 _____
\$ _____

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____
\$ _____

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:

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: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal Agency(s):

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

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

The electronic copy of the SARP should:

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

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov 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)

	--	
--	----	--

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

	--	
	--	
	--	

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	

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

AUDITEE CERTIFICATION Date ____/____/____

Date Audit Received from Auditor: ____/____/____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS / SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Name: _____

Title: _____

Signature: _____

Date: _____

- (3) By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the System for Award Management (SAM) database.

Initials: _____

Verification Date: _____

Leon County Healthy Start Program

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

Contract # HS_____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

HS-----TBA B21-22
Application or Contract Number

Name of Organization

FL 32327
Address of Organization

CFDA No.
CSFA No.

**CAPITAL AREA HEALTHY START COALITION
STANDARD CONTRACT**

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the **Capital Area Healthy Start Coalition, Inc.** hereinafter referred to as the “Coalition” and _____ hereinafter referred to as “Provider,” and jointly referred to as the “parties.”

THE PARTIES AGREE:

I. PROVIDER AGREES:

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

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
 - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
 - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. section 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Florida Department of Health, hereinafter referred to as the “Department.”
 - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements.”
 - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Coalition and the Department.
 - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Coalition. Provider must use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. Provider must comply with President’s Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President’s Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
 - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider’s failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
 - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as “HIPAA.”
 - j. Coalition is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider’s

W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

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

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

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Coalition under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Coalition, Provider will, at its expense, cooperate with the Coalition in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Coalition, Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment C, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary in order for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Coalition, Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Within 45 days from the end of each contract year, but no later than submission of the final invoice for that year, the Coalition will submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
 - d. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Coalition to perform the services required by the contract. Upon request from the Coalition or Department's custodian of public records, provide the Coalition or Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Coalition. Upon completion of the contract, transfer to the Coalition or Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Coalition or Department to perform the contract services. If Provider transfers all public records to the Coalition or Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Coalition or Department, upon request of the Coalition's custodian of public records, in a format that is compatible with the information technology systems of the Coalition. The Coalition may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

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

8. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. Monitoring by the Coalition and the Department:** To permit persons duly authorized by the Coalition or the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Coalition or Department's monitoring, at its sole and exclusive direction, the Coalition or Department may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
- E. Indemnification**
 1. Provider is liable for and will indemnify, defend, and hold harmless the Coalition and the Department and all of their officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Coalition and the Department within seven days after certified mail or courier delivery notice from the Coalition or Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Coalition and Department. The Coalition or Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed with state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Coalition 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 Coalition and Department reserves the right to require additional insurance as specified in Attachment I.
- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
 1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Coalition, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Coalition and Department.
 2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Coalition permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Coalition and Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Coalition permits Provider to subcontract, such permission will be indicated in Attachment I.
 3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
 4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Coalition in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the

amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: Return to the Coalition any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Coalition. In the event that Provider or its independent auditor discovers that overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Coalition. In the event that the Coalition first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Coalition, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

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

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
 - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.
5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from the Florida Department of Management Services, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code Rule 60A-1.045.

L. Civil Rights Requirements: Civil Rights Certification: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Coalition in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

- N. Sponsorship:** As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Provider's name), the Coalition, and the State of Florida, Department of Health.” If the sponsorship reference is in written material, the words “State of Florida, Department of Health” will appear in at least the same size letters or type as Provider’s name.
- O. Final Invoice:** To submit the final invoice for payment to the Department no more than seven days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- P. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- Q. Public Entity Crime and Discriminatory Vendor**
1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 2. 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.
- R. Patents, Copyrights, and Royalties**
1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
 2. Provider must notify the Coalition and Department of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State’s alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- S. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state’s interest is vacated, Provider will refund the proportionate share of the state’s initial investment, as adjusted by depreciation or appreciation.
- T. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS’s EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- U. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.
- V. Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into on by one of the Department’s county health department, in which case, venue for any legal actions will be the pertinent county.

II. METHOD OF PAYMENT

- A. Contract Amount:** The Coalition agrees to pay Provider for completion of the deliverables as specified in Attachment I, subject to the availability of funds. The Coalition's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Department and the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.
- B. Contract Payment:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Coalition may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State of Florida's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Coalition.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER CONTRACT TERM

- A. Effective and Ending Dates:** This contract will begin on July 1, 2021, or on the date on which the contract has been signed by both parties, whichever is later. It will end on June 30, 2022.
- B. Termination**
1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Coalition may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Coalition will be the final authority as to the availability and adequacy of funds.
 3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Coalition will employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition or Department's right to remedies at law or in equity.
 4. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Coalition's notification to Provider of contract termination.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalition's operating budget.

D. Contract Representatives Contact Information:

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

3. The name, address, and telephone number of the Coalition's Executive Director is:

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

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

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

E. All Terms and Conditions Included: This contract and its attachments and exhibits as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this seven page contract to be executed by their undersigned, duly authorized, officials.

PROVIDER: _____

CAPITAL AREA HEALTHY START COALITION, INC.

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: -- _____

FEID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: 6/30/22 _____

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

ATTACHMENT G

2021-2022 Quarterly Line Item Expenditure Report

Agency Name: TBA for Healthy Start Services

Reporting Period: ___ July-Sept ___ Oct-Dec ___ Jan-Mar ___ Apr-June

Line Items	Base Contract Direct Services Funds	Medicaid Waiver Contract Funds	Funding from other source(s) to use for HS programs	GRAND TOTAL	Line Item Justification
SALARIES -- by staff name					
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Subtotal Salaries	\$ -	\$ -	\$ -	\$ -	
Fringes					
Payroll Taxes				\$ -	
Benefits				\$ -	
				\$ -	
Subtotal Salaries, Payroll Taxes & Benefits*	\$ -	\$ -	\$ -	\$ -	
OTHER COSTS					
Advertising				0.00	
Bank Charges				0.00	
Conference and Training				0.00	
Contract Services				0.00	
Educational materials/Client Assistance				0.00	
Equipment Leases				0.00	
Fingerprints				0.00	
Insurance				0.00	
Maintenance and Equipment				0.00	
Membership & Subscriptions				0.00	
Outreach/Public Relations Materials				0.00	
Printing				0.00	
Postage				0.00	
Program Supplies				0.00	

2021-2022 Quarterly Line Item Expenditure Report

Agency Name: TBA for Healthy Start Services

Reporting Period: July-Sept Oct-Dec Jan-Mar Apr-June

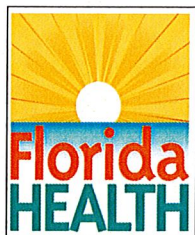
Line Items	Base Contract Direct Services Funds	Medicaid Waiver Contract Funds	Funding from other source(s) to use for HS programs	GRAND TOTAL	Line Item Justification
Rent				0.00	
Supplies				0.00	
Staff Travel				0.00	
Telephone				0.00	
Utilities				0.00	
Other (describe here)				0.00	
Subtotal other costs	0.00	0.00	0.00	0.00	
TOTAL	0.00	0.00	0.00	0.00	

Personnel Details

FY 2021-21 Breakdown of salaries for the Quarter

Reporting Period: July-Sept Oct-Dec Jan-Mar Apr-June

Name and Position	Annual Salary (including benefits)	Amount of Salary charged to Healthy Start this Quarter	Amount of salary charged to other programs this Quarter	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total	\$ -	\$ -	\$ -	\$ -
*NOTE: To be used if/when HS staff provide services for programs other than Healthy Start				



**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

CIVIL RIGHTS COMPLIANCE CHECKLIST

CONTRACT # HS -B21-22

Facility / Program TBA	County Leon	
Address	Completed By	
City, State, Zip Code , Florida 323	Date	Telephone

Briefly describe the geographic area served by the program/facility and the type of services provided:

Minimum Requirements	Complies?			COMMENTS If, No or N/A, Explain briefly	Local - County procedures or policy refs
	Yes	No	N/A		
Requirement: DOH Policy – Designation of Compliance Officer. Programs and facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI); HHS Assurances; as well as Section 504 of the Rehabilitation Act of 1972 (Section 504), the ADA of 1990 (ADA), and the Age Discrimination Act of 1975.					
1. Has your organization assigned the local responsibility for insuring compliance with the HHS Assurances for Title VI of the Civil Rights Act of 1964 (Title VI) , as amended, under the contract between the Florida Department of Health and the U.S. Department of Health and Human Services to someone in your organization?	Y	N			
1a. Who is designated as the local Title VI Coordinator?					
1b. What is this person's position title?					
2. Have all contracted service providers with 15 or more employee designated a Title VI Coordinator?	Y	N			
- a Section 504 coordinator:	Y	N			
- a contact person for ADA and Limited English Proficiency (LEP) requests	Y	N			
3. Has your organization appointed an employee with compliance monitoring responsibilities for Section 504, ADA, and the Age Discrimination Act of 1975? If not the same as the Title VI coordinator (#1 above), provide the name, position title and contact information.	Y	N			
Requirement: DOH Policy – Equal Access and Participation (Participation). Programs and facilities will maintain and record statistics which will document equal access and participation in compliance with Title VI, including participant demographics and program qualification requirements, including numbers applying for services, enrollment, and number not enrolled.					

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			

Requirement – Equal Access and Participation: Reporting Community Outreach and Advocacy

4. Does your organization document the dissemination of information to the community (including clients, potential clients and advocacy groups) about HHS's Title VI programs and your organization's commitment to compliance with civil rights and non-discrimination?	Y	N			
4.a – Does your organization regularly meet or communicate with community organizations and advocacy groups?	Y	N			
4.b – What community organizations and advocacy groups do you communicate regularly with, and how? (List on a separate sheet)	Y	N			

Requirement – Equal Access and Participation: Reporting Compliance

5. Does your organization record and maintain statistics which will document equal access and participation in compliance with Title VI?	Y	N			
5.a – Do your records identify participants and applicants in each program at each center or location, and if so, do you record race, color, national origin, age, gender and disability status?	Y	N			
5.b – Are the participation rates reported to the EO Section – and how often?	Y	N			
5.c – Do you report the number and enrollment rates of applicants and the number of participants who complete each program?	Y	N			
5.d – Do you offer and collect participant satisfaction surveys for each program?	Y	N			
5.e – Who has physical custody of the records on applicants and participants, and surveys?	Y	N			

Requirement - Equal Access and Participation: Limited English Proficiency and Auxiliary Aids Plan

6. Does your organization annually review the Department's LEP and Auxiliary Aids Plan (LEP/AA) and incorporate any changes in the local LEP/AA Plan provisions?	Y	N			
6.a Who is designated as the LEP/AA Plan contact and coordinator?	(Name, Title and Phone number)				

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
6.b Does the above individual annually review and update the local resources and referrals for your organization?	Y	N			

Requirement - Equal Access and Participation: Communications					
6.c Does your organization provide an updated list of local resources and referrals to staff and/or training , to provide information on how to access the list of resources? If so, does it include the following:	Y	N			
6.c.1. Description of auxiliary aids available for use in each phase of the service delivery process	Y	N			
6.c.3. Does the organization have a requirement for training for direct services field staff, institutional staff and other staff who deal with the public? If so, does it include the following:	Y	N			
6.c.3a. Procedures to be used by direct service staff in requesting appropriate auxiliary aids	Y	N			
6.c.3b. Florida Relay Service (FRS) phone number (711) publicized for communications	Y	N			
6.c.3c. Full range of communication options, at no cost	Y	N			
6.c.3d. A list of formal arrangements with interpreters who can accurately and fluently express and receive in sign language? The names, addresses, phone numbers and hours of availability of interpreters must be readily available to direct services employees.	Y	N			
6.c.3e. – Accessibility to supplemental hearing devices as needed.	Y	N			
6.c.3f. - Use of written communication in lieu of verbal communications.	Y	N			
6.c.3g. – Use of Flash cards to communicate.	Y	N			
6.c.3h. At least one telecommunications device, or an arrangement to share a TDD line with other facilities.	Y	N			
6.c.4. Information that use of family members may be used only if they are specifically requested by a hearing impaired person.	Y	N			

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
7. Does the organization have a written Monitoring Procedure which includes:					
- Description of how client needs are assessed.	Y	N			
- Approval responsibility for request for and obtaining the requested auxiliary aid or interpreter	Y	N			
- Standard time for DOH to provide service(s)	Y	N			
- FRS phone number (711) publicized	Y	N			
- Name of CHD/CMS Director or Administrator is provided and displayed	Y	N			
- Name and contact information for local EO Coordinator, ADA Coordinator and to request LEP/AA Plan services displayed in each location	Y	N			
- Name and contact information for the DOH EO Manager is provided and displayed	Y	N			
- A procedure (including Poster) for notifying clients and applicants of the availability of auxiliary aids and procedures for requesting an auxiliary aid	Y	N			
7a - List of Locations where DOH Posters have been posted; and when the last On-site was done to ascertain Posters are visible and current?	Y	N			
7b - Training and Meeting Notices contain required contact information to request services	Y	N			

Requirement: DOH Policy - Notice of Title VI Rights and Complaint Procedures – Programs/facilities must make available to their participants, beneficiaries or any other interested parties information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services (HHS). The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in public areas of the facility.

8. Does your organization inform participants, beneficiaries or other interested parties of their right to file a complaint of discrimination with either the DOH or the U S Department of Health and Human Services (HHS)?	Y	N			
8a – How do you inform and instruct your employees and provider personnel of the commitment to compliance with federal regulations regarding nondiscrimination?	Y	N			
8b – Do you have an established procedure for reporting internal grievance or complaints for possible discrimination or civil rights violations?	Y	N			

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
8c – Have your local procedures been reviewed and approved by the DOH EO Section?	Y	N			
8d – Has your organization provided all participants or applicants for services with contact information for the state Equal Opportunity office (EO Section) in Tallahassee?	Y	N			
8e – Have your employees or applicants for employment been provided with contact information for the Department Equal Opportunity office (EO Section) in Tallahassee and informed of their right to file a discrimination complaint ?	Y	N			
8f – Is there a written record made of information regarding a person's request to file a complaint and who provided it?	Y	N			
8g. Does your organization ensure the EO Section is informed of any report by a client or employee of possible or alleged violation of discrimination laws within recommended time frames?	Y	N			

Requirement: DOH Policy - Reporting Requirements: Self-Evaluation (Physical Accessibility). Programs and facilities must conduct a self-evaluation to identify any accessibility barriers, using the four step process that includes (1) evaluate current practices and policies to identify any that do not complaint with Section 504 or the ADA; modify policies and practices that do not meet requirements; take remedial steps to eliminate any discrimination that has been identified; and maintain the self-evaluation on file. Assure the program/facility is physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate width to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for accessibility for mobility-impaired individuals.

9. Has your organization, and each program, conducted and submitted a self-evaluation in the past three to five years? (Forms: Program Self-Evaluation, Communication Access, and an ADA Facility Accessibility Checklist(s))	Y	N			
9a –Has a copy of each completed self-evaluation been provided to the compliance officer and the DOH EO Section?	Y	N			
9b – Has there been any new construction or renovation work done on the facility in which the programs are provided since the last self-evaluation?	Y	N			
9c – Was a self-evaluation completed following completion of the work or provided by the contractor	Y	N			
9d – Has your organization identified any areas in which compliance should or could be improved?	Y	N			

Florida Department of Health
 Equal Opportunity Section
COMPLIANCE REVIEW (Continued)

Minimum Requirements	Complies?		N/A	COMMENTS – If, No or N/A, Explain briefly	Local - County procedures or policy refs
	YES	NO			
9e – What has the organization done to address previous compliance issues or to improve compliance in the previous year?	Y	N			

Requirement: DOH Policy - Reporting Requirements: Training.					
10. Has the local compliance officer or designee completed DOH's EO training in the last 3 years?	Y	N			
10a. Have all employees completed DOH's orientation to EO rights: in New Hire training, or in the last 3 years, or when new policies or procedures have been promulgated?	Y	N			

Requirement: DOH Policy- Reporting Requirements: Staff Recruitment and Selection					
11. Are recruitment and selection files maintained for not less than two years after the selection is processed?	Y	N			
12. Do recruitment announcements include the "Equal Employment Opportunity" nondiscrimination statement (tagline) in all job vacancy announcements?	Y	N			
13. Is there any written guidance regarding advertising position vacancies in local newspapers? In minority newspapers?	Y	N			
14. Are other methods used to publicize job vacancies? If so, describe.	Y	N			

2021-2022 Annual Budget Request Form

Agency Name: TBA for the Leon County Healthy Start Program

Line Items	Base Contract Funds	Medicaid Waiver Contract Funds	GRAND TOTAL	Line Item Justification
SALARIES -- by staff name				
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Subtotal Salaries	\$ -	\$ -	\$ -	
Fringes				
Payroll Taxes			\$ -	
Benefits			\$ -	
			\$ -	
Subtotal Salaries, Payroll Taxes & Benefits*	\$ -	\$ -	\$ -	
OTHER COSTS				
Advertising			\$ -	
Bank Charges			\$ -	
Conference and Training			\$ -	
Contract Services			\$ -	
Educational materials/Client Assistance			\$ -	
Equipment Leases			\$ -	
Fingerprinting				
Fuel				
Insurance			\$ -	
Maintenance and Equipment			\$ -	
Membership & Subscriptions			\$ -	
Outreach/Public Relations Materials			\$ -	
Printing			\$ -	
Postage			\$ -	
Program Supplies			\$ -	
Rent			\$ -	

2021-2022 Annual Budget Request Form

Agency Name: TBA for the Leon County Healthy Start Program

Line Items	Base Contract Funds	Medicaid Waiver Contract Funds	GRAND TOTAL	Line Item Justification
Supplies			\$ -	
Staff Travel			\$ -	
Telephone			\$ -	
Utilities			\$ -	
Other (describe here)				
Subtotal other costs	0.00	0.00	0.00	
TOTAL	0.00	0.00	0.00	

HEALTHY START CARE COORDINATION RECORD REVIEW					
Intake Type: Prenatal _____ Infant _____ ICC _____					
Review Date: _____		Client ID: _____		DOB: _____ EDD: _____	
Care Coordinator's Initials: _____			Reviewer's Name: _____		County: Leon
Initial Assessment (IA)	Yes	No	N/A	Comments	
IA ATC within 5 business days of Initial Intake				Date:	
2 nd ATC within 10 business days of 1 st ATC				Date:	
3 rd ATC within 10 business days of 2 nd ATC				Date:	
IA actually completed				Date:	
FTF attempt prior to closure as unable to locate					
IA assessment of risks and needs done					
Each risk factor assessed for intervention					
Each intervention appropriate for risk					
IPC for IA done					
Initial Family Support Plan completed					
Follow up with provider within 30 days of 1 st ATC				Date:	
Closed after IA				Date:	
On-going Care Coordination (OC)	Date:			Comments	
Face-to-Face Pathways occurring per HSSG					
Number of encounters is consistent with Pathways					
IPC evaluated and followed up at each encounter				Total # of Pathways completed:	
FSP updated at least once every 3 months					
Appropriate referrals, education, and follow up					
FTF attempt prior to closure as unable to locate					
Appropriate Closure				Date:	
Closure activities documented				Provider letter sent (Date):	
Other Healthy Start Services Provided by Care Coordinator	Number of Encounters	Is Care Coordinator qualified to provide the service?		Was the curriculum or plan of treatment followed and documented?	
Parenting Education					
Childbirth Education					
Psychosocial Counseling					
Tobacco Cessation					
Breastfeeding Education					
Interconceptional Edu. & Counseling					
Mandated curriculum and screening tools used	Yes	No	N/A	Comments	
Show Your Love/ICC					
Ages and Stages Questionnaires (ASQ-3 / ASQ-SE)					
FSU Partners for Healthy Babies					
Mothers and Babies					
Safe Baby					
SCRIPT Smoking Cessation					
IPV, substance abuse, tobacco use screenings					
Waiver contract measures	Yes	No	N/A	Comments	
Edinburgh (EPDS) was used per Pathway requirements					
If scoring 13 or greater on the EPDS, referral was made for services					
ASQ-3/ASQ-SE were used per Pathway requirements					
If ASQ scores were below cutoff values, referral was made for services					

Post-partum Medicaid clients in the HS ICC Pathways were given info on the Family Planning Waiver				
Documentation	Yes	No	N/A	Comments
Appropriate coding used				
Demographics updated				
All documentation entered within 1 business day				
Client documents uploaded				
Outcomes documented (includes pregnancy outcomes)				
Medical appts documented (completed & upcoming)				

Comments:

HEALTHY START CARE COORDINATION SUMMARY REVIEW						
Number of Prenatal Records _____		Number of Infant Records _____		TOTAL RECORDS REVIEWED _____		
Review Dates: _____				County: <u>LEON</u>		
<i>"Total" column should add up to total number of records reviewed.</i>						
Initial Assessment (IA)	Yes	No	N/A	Total	Comments	
IA ATC within 5 business days of Initial Intake						
2 nd ATC within 10 business days of 1 st ATC						
3 rd ATC within 10 business days of 2 nd ATC						
IA actually completed						
FTF attempt prior to closure as unable to locate						
IA assessment of risks and needs done						
Each risk factor assessed for intervention						
Each intervention appropriate for risk						
IPC for IA done						
Initial Family Support Plan completed						
Follow up with provider within 30 days of 1 st ATC						
Closed after IA						
On-going Care Coordination (OC)					Comments	
Face-to-Face Pathways occurring per HSSG						
Number of encounters is consistent with Pathways						
IPC evaluated and followed up at each encounter						
FSP updated at least once every 3 months						
Appropriate referrals, education, and follow up						
FTF attempt prior to closure as unable to locate						
Appropriate Closure						
Closure activities documented						
Other Healthy Start Services Provided by Care Coordinator	Number of Encounters	Is Care Coordinator qualified to provide the service?			Was the curriculum or plan of treatment followed and documented?	
Parenting Education						
Childbirth Education						
Psychosocial Counseling						
Tobacco Cessation						
Breastfeeding Education						
ICC services						
Mandated curriculum & screening tools used	Yes	No	N/A	Total	Comments	
Show Your Love/ICC						
Ages and Stages Questionnaires (ASQ-3 / ASQ-SE)						
FSU Partners for Healthy Babies						
Mothers and Babies						
Edinburgh Postnatal Depression Scale						
Safe Baby						
SCRIPT Smoking Cessation						
IPV, substance abuse, tobacco use screenings						
Waiver contract measures	Yes	No	N/A	Total	Comments	
Edinburgh (EPDS) was used per Pathway requirements						
If scoring 13 or greater on the EPDS, referral was made for services						
ASQ-3/ASQ-SE were used per Pathway requirements						

If ASQ scores were below cutoff values, referral was made for services					
Post-partum Medicaid clients in the HS ICC Pathways were given info on the Family Planning Waiver					
Documentation	Yes	No	N/A	Total	Comments
Appropriate coding used					
Demographics updated					
All documentation entered within 1 business day					
Client documents uploaded					
Outcomes documented (includes preg outcomes)					
Medical appts documented (completed & upcoming)					

Summary of QA Review, including steps that will be taken if issues are found: