

Agenda Item #: 3A-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 16, 2025 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department:
Submitted By: County Administration
Submitted For: Health Council of Southeast Florida

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to receive and file: the FY 2024-2025 Organizational Information and Impact Efforts annual report from the Health Council of Southeast Florida (HCSEF).

Summary: Treasure Coast Health Council d/b/a Health Council of Southeast Florida (HCSEF) is one (1) of 11 private Local Health Planning councils established by Section 408.033, Florida Statutes. Since 1982, HCSEF has serviced Indian River, St. Lucie, Martin, Palm Beach, and Okeechobee counties. HCSEF is committed to providing health and human services through planning, direct services, evaluation, and capacity building in each of these counties. The Florida Department of Health (FDOH) entered into a five (5) year agreement beginning on July 1, 2024 and ending on June 30, 2029 with HCSEF for Community Health Improvement Activities (Agreement). Countywide(JBR)

Background and Justification: Under Attachment I to the Agreement, Task 3 listed under Section B(1)(a)(3), instructs local health councils to develop and submit a summary of all services provided by HCSEF to the local Board of County Commissioners (BCC). Specifically, it states that “No later than June 30th of each year, HCSEF will develop and submit a summary of all services provided by HCSEF to the local BCC, to include data support, planning support, status of work plans, and status update.”

Attachments:

- 1. Cover Letter to the BOCC dated June 30, 2025
- 2. The Agreement between FDOH and HCSEF
- 3. Health Council of Southeast Florida Organizational Information and Impact of Efforts FY 2024-2025

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Recommended by: N/A
 Department Director Date

Approved By: [Signature] 8/28/25
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

| Fiscal Years | 2025 | 2026 | 2027 | 2028 | 2029 |
|------------------------|------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | N/A | N/A | N/A | N/A | N/A |
| External Revenues | | | | | |
| Program Income(County) | | | | | |
| In-Kind Match(County) | | | | | |
| NET FISCAL IMPACT | \$0 | | | | |
| #ADDITIONAL FTE | | | | | |
| POSITIONS (CUMULATIVE | | | | | |

Is Item Included in Current Budget? Yes ___ No ✓
Does this item include the use of federal funds? Yes ___ No ✓
Does this item include the use of state funds? Yes ___ No ✓

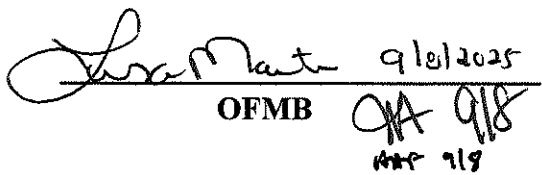
Budget Account No: Fund ___ Agency ___ Organization ___ Object ___ N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

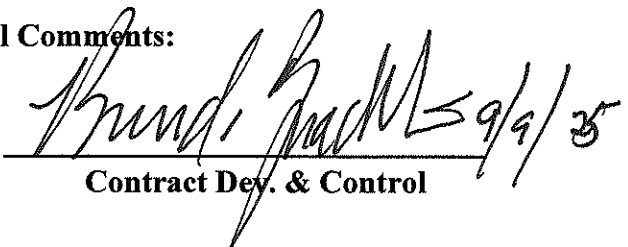
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:



OFMB 9/8/2025
9/8
9/8



Contract Dev. & Control 9/9/25

B. Legal Sufficiency


Assistant County Attorney 9/9/25

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

June 30, 2025

Palm Beach County Board of County Commissioners
301 North Olive Ave
Suite 1201
West Palm Beach, FL 33401

Dear Board of County Commissioners:

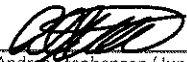
Treasure Coast Health Council, d/b/a Health Council of Southeast Florida (HCSEF) is one of eleven private Local Health Planning Councils established by Section 408.033 Florida Statutes (F.S.) to conduct regional health planning and implementation activities. Additionally, each council's service district is defined in Section 408.032, F.S. Since 1982, HCSEF has serviced Indian River, St. Lucie, Martin, Palm Beach, and Okeechobee counties. HCSEF is committed to providing health and human services through planning, direct services, evaluation, and capacity building in each of these counties.

Important to note, in accordance with Florida statute, the HCSEF Board of Directors are representatives that are appointed by the board of county commissioners of their respective counties. These board members represent health care providers, health care purchasers, and non-governmental health care consumers.

HCSEF's contractual requirement with the State of Florida, Department of Health, Contract COPCU, Task 3, instructs local health councils to "[d]evelop and submit a summary of all services provided by the Council to the local Board of County Commissioners, to include support, planning support, status of work plans and status of update." The attached summary of services is in fulfillment of this requirement and further outlines the impact and effectiveness of the programs and services of HCSEF, your local health council.

We welcome any feedback on the enclosed. Should you want more information or if you have any questions, please contact me at 561.844.4220

Be well,



Andrea Stephenson (Jun 30, 2025 13:00 EDT)

Andrea Stephenson Royster, MBA, MHS, FACHE
Chief Executive Officer

Enclosure: HCSEF - Annual Report on Organizational Information & Impact of Efforts

PROUDLY SERVING INDIAN RIVER, MARTIN, OKEECHOBEE, PALM BEACH AND ST. LUCIE COUNTIES

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

| | |
|---|---|
| Division/CHD/Office: | Division of Emergency Preparedness and Community Support |
| Provider Name: | Treasure Coast Health Council, Inc. dba Health Council of |
| Contract Number: | COPCU Southeast Florida |
| Original Contract Amount: | \$505,180.00 |
| Total Contract Amount (executed actions): | |
| Original Contract Start Date: | 07/01/2024 |
| Original Contract End Date: | 06/30/2029 |
| New Contract End Date: | |

DESCRIPTION OF CONTRACTUAL SERVICES:

The local health councils conduct a variety of health planning activities and are involved in numerous community activities designed to enhance access to and reduce disparities in health care

CONTRACT ACTION:

| | | |
|----------------------|-------------------|-----------|
| AMENDMENT(Y/N): | AMENDMENT AMOUNT: | |
| CHANGE TO TERM(Y/N): | START DATE: | END DATE: |
| RENEWAL: | RENEWAL AMOUNT: | |
| START DATE: | END DATE: | |

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

This contract complies with all of the following requirements:

- A statement of work.
- Quantifiable and measurable deliverables.
- Performance measures.
- Financial consequences for non-performance.
- Terms and conditions which protect the interest of the state.
- All requirements of law have been met regarding the contract.
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.).
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value.

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CFDA No.
CSFA No. 64.032

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

☐ Client ☒ Non-Client
☒ Multi-County

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department, and Treasure Coast Health Council dba Health Council of Southeast Florida, Inc. hereinafter referred to as the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

- A. To provide services in accordance with the terms specified in Attachment I attached hereto**
B. To the Following Governing Law

1. State of Florida Law: This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. Federal Law
 - a. If this Contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II as revised, and other applicable regulations as specified in the Contract.
 - b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this Contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this Contract contains federal funding in excess of \$100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. If this Contract contains federal funds, 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, as revised.
 - g. If this Contract contains federal funds, 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, daycare, 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.
 - h. 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, as revised, collectively referred to as "HIPAA."

- i. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit <http://fedgov.dnb.com/webform> and to obtain registration and instructions for SAM, visit <https://sam.gov/>.

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

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, 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. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. If Provider is a recipient or subrecipient as specified in Attachment II, 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 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
 - 1) Allowable under the Contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary for Provider to fulfill its obligations under this Contract.
 All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract within 45 days from the end of each Contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
 - d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.
 - e. Annual Compensation Report. If applicable, Provider must submit Attachment IV Annual Compensation

the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment IV without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.

7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

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

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
10. **Cooperation with the Florida Senate and the Florida House of Representatives:** Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
11. **Exit Transition Services:** If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers,

employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**

- a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
- b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
- c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
- d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.

2. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of \$500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

- F. Insurance:** To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance 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, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both

established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

- G. Safeguarding Information:** Provider will not 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. Assignment: Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
2. Subcontracts:
 - a. Provider will be responsible for all work performed and all expenses incurred for this Contract. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null and void and Provider will not be paid for such subcontracted services.
 - b. Unless otherwise stated in the Provider's contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.
- J. Transportation Disadvantaged:** If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): Pursuant to section 946.515(2), Florida Statutes, 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 shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting <http://www.pride-enterprises.org>.
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 Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code, Rule 60A-1.033.

4. **MyFloridaMarketPlace Transaction Fee:**

- a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), 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 Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).
 - c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering reprourement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.
5. **Alternative Contract Source:** This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. **Registered to do Business with the State:** All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution.
7. **Taxes:** The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. **Background Screening Requirements:** In the Department's sole and exclusive discretion, it may determine that background screening of some or all of the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
 - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
 - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
 - d. Be responsible for any costs incurred in meeting this screening requirement.
2. **Drug Screening Requirements:**
 - a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
 - b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
 - c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Program and Anti-Harassment Procedures

for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.

2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

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

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:**

The following is a sample of the information that may be required to be provided by the Provider:

accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

- b. The following paragraph applies only when goods or services to be provided are \$1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

3. Antitrust Violator Vendor List: Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
4. Department Notification Requirements: Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.

S. Patents, Copyrights, Royalties, and Ownership of Property

1. Provider shall not assert any rights to: a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the 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.
4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.

- T. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements

of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

- U. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security and Confidentiality of Data, Files, and Records:

1. **Information Security:** The State requires that all data generated, used or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
2. **Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
3. **Business Associate Agreement:** If applicable, Provider must execute Attachment N/A, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
4. **Acceptable Use and Confidentiality Agreement:** If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment N/A, Acceptable Use and Confidentiality Agreement prior to accessing the network.

W. Venue and Remedies for Default:

1. **Venue:** Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
 2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.
- X. Force Majeure:** Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If Provider believes an excusable delay has occurred, Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the Contract is tolled for any reason, Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the

event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to Provider.

Y. Employment Eligibility Verification: Provider is required to use the U.S. Department of Homeland Security's E-Verify system, located at www.e-verify.gov, to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Z. USDA WIC Services: Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

- AA. Replacement of Provider staff:** The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.
- BB. Purchase of Motor Vehicles:** Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.
- CC. Pharmacy Benefit Manager Services:** Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial drawbacks. Provider agrees to have data reporting measures including, but not limited to, data regarding rebates and

information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

- A. **Contract Amount:** The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed **\$505,180.00**, subject to the availability of funds. The state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.
- B. **Contract Payment:**
 1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
 4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
 5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form 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 the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.
- 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.
- D. **Counterparts; Electronic Signatures:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

- A. **Effective and Ending Dates:** This Contract will begin on 07/01/2024 or on the date on which the Contract has been signed by both parties, whichever is later. It will end on 06/30/2029.
- 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. Provider will be compensated for any work completed prior to the effective date of the termination.

2. **Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to the effective date of the termination.
3. **Termination for Breach:** This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. Modification: Any modifications to this Contract must be in writing and executed by the parties.

D. Contract Representatives Contact Information:

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

Andrea Stephenson-Royster
600 Sandtree Drive, Suite 101 Palm Beach Gardens,
FL 33403
astephenson@hcsef.org
561-844-4220

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

Dorsa Imankhan
4042 Bald Cypress Way Tallahassee, FL 32399
dorsa.imankhan@flhealth.gov
850-558-9547

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

Andrea Stephenson-Royster
600 Sandtree Drive, Suite 101 Palm Beach Gardens,
FL 33403
astephenson@hcsef.org
561-844-4220

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

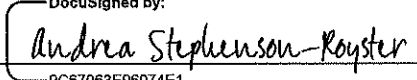
Andrea Stephenson-Royster
600 Sandtree Drive, Suite 101 Palm Beach Gardens,
FL 33403
astephenson@hcsef.org
561-844-4220

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, I, II, III, IV, V, VI, VII, and VIII contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.

IN WITNESS THEREOF, the parties hereto have caused this 47 page Contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above Contract and agree to the terms contained within it.

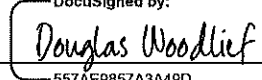
**PROVIDER: TREASURE COAST HEALTH COUNCIL dba
HEALTH COUNCIL OF SOUTHEAST FLORIDA, INC.**

SIGNATURE: 
PRINT/TYPE NAME: 9C67863E98074E1 ANDREA STEPHENSON-ROYSTER
TITLE: CHIEF EXECUTIVE OFFICER
DATE: 7/1/2024

STATE AGENCY 29-DIGIT FLAIR CODE:

FEID# (OR SSN): F592242689002
PROVIDER FISCAL YEAR ENDING DATE: 06/30

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: 
PRINT/TYPE NAME: 557AE9857A3A49D DOUGLAS WOODLIEF
TITLE: Division Director • Division of Emergency
Preparedness and Community Support
DATE: 7/1/2024

**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 I****A. Services to be Provided:****1. General Description**

- a. General Statement: This contract is to provide community health improvement activities in the following county(ies): Indian River, Martin, Okeechobee, Palm Beach, St. Lucie (Service Area).
- b. Authority: Section 408.033, Florida Statutes.

2. Definition of Terms

- a. Agency for Health Care Administration (AHCA): State of Florida agency responsible for the administration of the Florida Medicaid program and licensure and regulation of Florida's health facilities. Under section 408.033, Florida Statutes, AHCA and the Department are responsible for planning an efficient, cost-effective health system through a statewide network of eleven Local Health Councils (LHC).
- b. AHCA Certificate-of-Need (CON) Program: A regulatory process in which AHCA issues a certificate of need that allows a health care provider to expand an existing facility or open a new facility.
- c. Business Days: Monday through Friday, excluding state of Florida holidays.
- d. County Health Profile: A report detailing the health of a given county and the health status of the community.
- e. District Area Health Plan: A health plan from the LHC or a county within the Service Area, that contains data, analysis and recommendations that relate to health care status and needs in the community. The recommendations are designed to improve access to health care, reduce disparities in health status, assist state and local governments in the development of sound and rational health care policies, and advocate on behalf of the underserved.
- f. Local Health Council (LHC): A private, not-for-profit organization conducting regional health planning and implementation activities as described in section 408.033, Florida Statutes.
- g. Quarter: A three-month period of the contract that coincides with the State's Fiscal Year (July 1 to June 30). The quarters for this contract are



Treasure Coast Health Council, Inc. dba Health Council of Southeast Florida

July through September (first quarter), October through December (second quarter), January through March (third quarter), and April through June (fourth quarter).

- h. **State Health Improvement Plan:** A plan created by the Department that sets out goals for Florida's public health system, which includes a range of stakeholders, such as state and local government agencies, health care providers, employers, community groups, universities and schools, non-profit organizations, and advocacy groups. The most recent version of plan available at <https://floridaship.org/> will be used for purposes of this contract.
 - i. **Technical Assistance (TA):** the process of providing targeted support to an organization with a development need or problem, which is typically delivered over an extended period of time.
3. **Clients to be Served:** The public and local community, medically indigent persons, the district, regional planning councils, local government, other underserved populations, and AHCA.

B. **Manner of Service Provision**

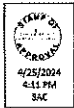
- 1. **Scope of Work:** Local health councils study the impact of various initiatives on the health care system, provide assistance to the public and private sectors, and create and disseminate materials designed to increase the community's understanding of health care issues.
 - a. **Task List:** Provider will perform the following tasks:
 - 1. No later than August 15 of each year, establish and update a Board of Directors in accordance with section 408.033 (1) a.
 - 2. At least once annually, conduct a public meeting to review the quality and effectiveness of services provided. This information shall be used to develop an inventory of services. Provider will notify the Department's Contract Manager of the public meeting date, time, and location at least 10 business days prior to the hearing. Include a summary of the public hearing in the corresponding Quarterly Progress Report (Attachment VIII) for the quarter the public meeting was held.
 - 3. No later than June 30 of each year, develop and submit a summary of all services provided by the Council to the local Board of County Commissioners (BOCC), to include data support, planning support,



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status of work plans and status update. Submit the summary to the Department with the corresponding quarters' invoice. The updates must be posted on the LHCs website at least once per year. Provide the method, date, and time the summary was sent to the BOCC, as well as any feedback provided from the BOCC, in the Quarterly Progress Report (Attachment VIII).

4. Each quarter, provide an inventory of services that the LHC has provided or coordinated within the community. Include any feedback collected from those served by the LHC in the Quarterly Progress Report (Attachment VIII).
5. At least once per quarter, conduct a meeting with the Board of Directors (a quorum is required), to present and discuss the general business of the LHC as follows:
 - a. Quorum shall be described in each LHC's Bylaws. Provider will supply the LHC's Bylaws to the Department's Contract Manager no later than 30 calendar days after contract execution. Any updates to the LHC's Bylaws must be provided to the Department within 10 business days of any updates made.
 - b. The meeting shall be noticed publicly in accordance with Florida Statutes. The Department's Contract Manager will also be notified at least 15 business days prior to the meeting in an effort to attend.
 - c. The meeting shall, at a minimum, have meeting minutes taken and any materials presented for the purposes of council business submitted. For in person meetings, provide an attendance sheet to include the name, signature, title, and organization of all participants. For virtual meetings, provide an analytics report of the name, title, and organization of all participants.
 - d. Provide a summary of the meeting(s) in the Quarterly Progress Report (Attachment VIII) and a copy of the meeting agenda with the quarterly invoice.
6. Provide Technical Assistance (TA) to the community to support state, regional and local health priorities. Document TA date, agency, person who requested data and assistance category in the Quarterly Progress Report (Attachment VIII). Each LHC must participate in at



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least two-thirds of the monthly virtual meetings of the Statewide Rural Health Planning Consortium convened by the Department.

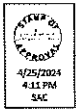
- a. Identify key stakeholders within each Council's region and serve as a liaison for engagement and participation in Department initiatives.
 - b. Provide feedback on the development of the Departments Statewide Rural Health Plan.
 - c. LHCs may provide additional TA participation and data as agreed upon both parties.
7. Complete the following activities as requested by AHCA to support the AHCA CON process. Each quarter include a description of each CON activity completed and the date of completion in the Quarterly Progress Report (Attachment VIII) as applicable.
 - a. Collect data and report on the use of regulated health facilities.
 - b. Monitor and report the progress of projects awarded a CON.
 - c. Conduct public hearings on CON process.
 - d. Prepare a Quarterly Utilization Report containing all activities and submit to AHCA. Include a copy of the Quarterly Utilization Report with the Quarterly Progress Report (Attachment VIII) as applicable. Document the date the Quarterly Utilization Report was submitted to AHCA in the Quarterly Progress Report (Attachment VIII) as applicable.
 - e. This report should include the number of nursing home facilities and the number of months the LHC did not provide the Agency's CON Unit in their quarterly utilization report during the reporting period. When a LHC is providing less than 90 percent of the LHC's nursing homes utilization for a quarter, a performance improvement plan indicating what steps the LHC is doing to obtain the required utilization data should be included.
8. Complete the Quarterly Progress Report (Attachment VIII) that includes the information specified in the Tasks above, as well as any other relevant activities completed during that quarter, and submit it to



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the Contract Manager within 15 calendar days from the end of each quarter.

9. Document and report all travel to be reimbursed pursuant to section 112.061, Florida Statutes. Provider must complete the Department's Voucher for Reimbursement of Travel Expenses (Attachment VII) and submit them with the corresponding quarterly Invoice. Any funds used for improperly documented travel will be requested to be returned to the Department.
- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
- 1) Quarterly: Study the impact of local health care systems, provide assistance to the public and private sectors, and disseminate information within the community as specified in Tasks B.1.a.1. through B.1.a.9.
- c. Performance Measures: Deliverables must be met at the following minimum level of performance:
- 1) Deliverable B.1.b.1):
 - a) Establish and maintain a Board of Directors as specified.
 - b) Conduct a public meeting to review quality and effectiveness of services provided as specified.
 - c) Provide an evaluation of all services provided by the LHC as specified.
 - d) Create and submit to the Department an inventory of services provided or facilitated by the LHC as specified.
 - e) Conduct a meeting of the Board of Directors to present and discuss the general business of the LHC as specified.
 - f) Provide TA as specified.
 - g) Complete the AHCA CON activities as specified.
 - h) Complete and submit the Quarterly Progress Report as specified.



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- i) Complete and submit travel documentation as specified.
2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:
- a. Deliverable B.1.b.1.
 - a. Failure to establish and maintain a Board of Directors as specified will result in a 10 percent reduction in that quarter's invoice. An additional reduction of five percent will be assessed for every five business days the Board of Directors is not established.
 - b. Failure to conduct a public meeting to review quality and effectiveness of services provided will result in a 10 percent reduction in that quarter's invoice.
 - c. Failure to provide an evaluation of all services provided by the LHC as specified will result in a 10 percent reduction in that quarter's invoice.
 - d. Failure to create and submit to the Department an inventory of services provided or facilitated by the LHC as specified will result in a 10 percent reduction in that quarter's invoice.
 - e. Failure to conduct a meeting of the Board of Directors to present and discuss the general business of the LHC as specified will result in a 10 percent reduction in that quarter's invoice.
 - f. Failure to provide TA as specified will result in a 10 percent reduction in that quarter's invoice.
 - g. Failure to provide nursing home quarterly utilization data for less than 90 percent of the LHC's nursing homes should result in a 10 percent reduction in that quarter's invoice.
 - h. Failure to complete and submit the Quarterly Progress Report as specified will result in a five percent reduction in that quarter's invoice.



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- i. Failure to document and report travel as specified will result in a 10 percent reduction in that quarter's invoice.

3. Service Location, Times, and Equipment

- a. Service Delivery Location: Services will be coordinated at the Provider's location of 600 Sandtree Dr STE 101 Palm Beach Gardens, FL 33403
- b. Changes in Location: Notify the Contract Manager in writing within seven calendar days of any changes in location that will affect the Department's ability to contact Provider or Provider's ability to complete the deliverables under this contract.
- c. Service Times: Services will be rendered under this contract at times determined by Provider to reach the targeted audience and must suit the needs of the community they serve. Administrative hours for the Provider are to be flexible to meet the Department's needs.
- d. Equipment: Equipment purchased using funds from this contract must be approved in advance by the Department's Contract Manager in writing and reflected in the budget.
- e. Staffing Requirement:
 - i. Staffing Level: Provider must maintain an adequate administrative and organizational structure sufficient to complete the deliverables under the contract.
 - ii. Professional Qualifications: Provider's staff members affiliated with this contract must have the education, experience, and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.
 - iii. Staffing Changes: Notify the Department's Contract Manager in writing within five calendar days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract.
 - iv. Subcontractor: Subcontractors are not allowed to provide services under this contract.



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C. Method of Payment:

1. Payment: This is a fixed price, fixed fee contract. The Department will pay Provider for satisfactory completion of deliverables as specified in Section B.1.b., a total amount not to exceed \$505,180.00 for the contract term. Payments will be made quarterly in the amount of \$25,259.00, for a total amount not to exceed \$101,036.00 for each contract year.
2. Unit of Service: A unit of service will consist of one quarter completed deliverables, as specified in Section B.1.b. A quarter of deliverables will include all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.
3. Invoice Requirements: Provider must submit a properly completed invoice to the Department's Contract Manager via email within 15 calendar days from the end of each quarter. The final quarter's invoice must be submitted to the Department's Contract Manager via email within 30 calendar days from the end of each contract year. At a minimum, each invoice must be submitted on Provider's letterhead and provide the invoice date, deliverable completed, the amount due, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind Provider.
4. Postage and Reproduction: Paid invoices or receipts must support purchases made from outside vendors. Purchases for all in-house postage (postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

D. Supporting Documentation Requirements

1. Budget: Attach a copy of the Department approved budget and budget justification for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Department's Contract Manager for approval by May 1. Any revisions to an approved budget or budget justification must be submitted to the Department's Contract Manager for review and approval prior to implementation.
2. Quarterly Financial Report: For the first through third quarters, prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Department's Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, submit the financial report as specified in section I.C.6.c. of the Department's Standard Contract.



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3. Documentation for Travel: Travel expenditures will only be authorized if proper documentation is submitted for approval to the Department's Contract Manager no less than 10 business days prior to the anticipated travel. All travel will be reimbursed pursuant to section 112.061, Florida Statutes. Provider can submit Department's Authorization to Incur Travel Expense Form (Attachment VI) requests to the Department's Contract Manager monthly within the first five business days for that month. Provider must complete the Department's Authorization to Incur Travel Expense Form (Attachment VI) and the Department's Voucher for Reimbursement of Travel Expenses (Attachment VII) and submit them with each corresponding quarterly invoice.

E. Special Provisions:

1. Contract Renewal: This contract may be renewed once for no more than five years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.
2. Statute Adherence: All services under this contract must be performed in accordance with section 408.033, Florida Statutes.

END OF TEXT

ATTACHMENT II

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

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

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

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

2. **X** _____ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.).** Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. _____ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40) .** Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

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

MONITORING

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

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 System 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
Contracts and Grants Management Unit
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 #: COPCU

Federal Award Identification #: N/A

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

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

TOTAL FEDERAL AWARDS \$ _____

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

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

State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.032 Title: The Local Health Councils

\$505,180.00

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

\$505,180.00

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

X 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: Contracts and Grants Management Unit, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01, 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)

| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|

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| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|

 b. Are multiple EINs covered in this report ☐ Yes ☐ No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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 III Application and Data Security and Confidentiality

This attachment is for the purpose of ensuring that adequate information security protection is in place at all times during this contract between the Department of Health (hereinafter referred to as "the Department"), and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as "Providers" in this attachment. It is not comprehensive in its scope, but rather is supplemental guidance to standard contracts, purchase orders, and statements of work, to assure the confidentiality, integrity, and availability of information technology (IT) assets and adherence to statutory obligations at a summary level.

In this attachment, State Data means any electronic information including, but not limited to, records, files, computer programs, and databases owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all Department security and administrative requirements in the performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Upon contract execution, produce a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit's noted deficiencies. The Department has the right to require the Provider to produce a new or updated audit every three years or as deemed reasonably necessary by the Department, during the contract term, at Provider's expense.
 - c. At the request of the Department in lieu of or in combination with the requirements of 1.b. above, Provider will obtain an American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements (SSAE) System and Organizations Controls (SOC) Report 2, Type 2" which shall have been performed within 12 months prior to the date of contract execution.
 - d. **Data Loss Prevention:** Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup, when necessary, at the Provider's sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.
 - e. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department

may be entitled to sanctions by law or financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider. For purposes of this attachment, a breach is defined as a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

- f. **Data Protection:** No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law or approved by the Department's agency head or designee in writing. Provider may request an exemption from the offshoring of State Data or information outside of the United States of America prohibition by submitting a request in writing to the Department's agency head or designee, prior to the exemption being granted. Regardless of location, data storage technologies including encryption requirements must be reviewed and approved by the Department prior to State data being stored, processed, or transmitted by the Provider.
- g. **Access to State Data** will only be available to approved and authorized Provider staff. Even when using approved technologies, requests for access from outside the United States will be submitted in accordance with the Department's established processes and will only be allowed with express written approval from the Department's Deputy Secretary of Operations. Third parties may be granted time-limited terminal or other remote service access to IT resources as necessary for the fulfillment of related responsibilities with prior written approval by the ISM. When remote access needs to be changed, the ISM will be promptly notified in writing. Regardless of location, data access and transmission technologies including encryption requirements must be reviewed and approved by the Department prior to State data being stored, processed, or transmitted by the Provider.
- h. **Notice Requirement:** Provider will notify the Department upon detection of anomalous or malicious traffic that may compromise the confidentiality, integrity, or availability of the contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract, and/or any costs to the Department of such breach of security.
- i. **Data Retention:** Provider must retain data as follows:
 - (1) Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information to make the personal information unreadable.
 - (2) Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule

expires and to reasonably protect such documents and data during any pending investigation or audit.

- (3) Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
- (4) Return of State Data: In the event this contract is terminated for cause, Provider shall return all State Data or information to the Department within 14 days from the date of termination unless a lesser period is agreed upon by the parties in writing.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

- a. Identity and Access Management must support the following accountability principles:
 - (1) Individual users must never share credentials. Service and utility accounts will be carefully provisioned and monitored.
 - (2) User sessions will automatically timeout after a maximum of 10 minutes of inactivity, requiring re-authentication.
 - (3) Passwords and Secrets must be encrypted or secured by other means when stored or in transit and will not be stored or passed in plain text.
 - (4) Audit records will allow actions of users and utility accounts to be uniquely traced by a minimum of account, action, and date.
 - (5) Allow role-based access or other methods to enforce least-privilege and authorized access principles based on system requirements.
 - (6) Support Azure Active Directory integration (normally OpenID Connect) for authentication of DOH end users.
 - (7) If provision (6) is not reasonably feasible, an exception may be granted by submitting a request in writing to the Department's agency head or designee, prior to the exception being granted. If so, the following requirements must be met:
 - a) User accounts must be authenticated at a minimum by a complex password constructed as follows: a minimum of 10 characters to include an upper and lowercase letter, a number, and a special character.
 - b) Users must change their passwords at a maximum of every 90 days.
 - c) Accounts must be locked after a maximum of 10 incorrect attempts.
 - d) Multi-Factor (MFA) authentication will be enforced for any access to any system containing confidential and/or exempt data.

- b. User accounts will be deactivated and archived for accountability purposes upon non-use of account for 60 consecutive days, or under direction of the Department if account self-management has not been provided to Department personnel.
- 3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data-sharing agreement in place. Provider will comply with the following:
 - a. Follow all Department and State of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. The Provider's documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize protected protocols approved by the Department.
 - b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.
 - c. Protect and maintain the confidentiality of all data, files, and records, classified by the Department as confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. Provider will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.
- 4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.
 - a. Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this Contract.
 - b. Provider will not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractors, officers, or employees while performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department unless:
 - (1) Provider is required by law or legal process to share such confidential information and written notice is provided to the Department prior to disclosure; or
 - (2) The Department submits a written request to the Provider to share such confidential information with a Department-designated third party.

ANNUAL EXECUTIVE COMPENSATION REPORTING FORM



Upon entering into a contract with The Florida Department of Health (Department), and annually by January 23 of each year, this form must be completed and submitted to support your organization's status with the annual executive compensation requirements.

Part I. Business Information

| | | | |
|---------------------|------------------------------------|--|-----------------------------|
| Business Legal Name | Treasure Coast Health Council, Inc | Street Address Including City, State, and ZIP Code | 600 Sandtree Drive, Suite 1 |
| Telephone | 561.844.4220 | Department Contract # | COPCU |
| Email | astephenson@hcsef.org | | |

Part II. Annual Percentage Reporting

What percentage of the total compensation for your organization's executive leadership team comes directly from State or Federal funds?

Part III. IRS 990 Status



Check this box to indicate you are attaching your most recent 990 report. Skip to the attestation in Part V.



Check this box to indicate your organization is either: (a) exempt from filing a 990 or (b) new and no previous 990 filing is available. Complete Part IV and the attestation in Part V.

Part IV. Annual Executive Compensation Reporting

Organization's Fiscal Year End Date: 06.30.2024

Organization's FEIN: 59-2242689

| <u>5 Highest Paid Officers (Name/Title)</u> | <u>Total Amount Paid in Compensation and Benefits</u> |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

Part V. Attestation



I attest that no salary and/or compensation benefits were allocated to Department program funds in excess of the FY-2023 Federal Executive Pay Scale threshold for Level II - \$212,100 ([Click Here to access the Pay Table](#)).

Signature

Signature of Authorizing Official (Owner/CEO/CFO etc.)

Name Andrea Stephenson Royster

Name/Title of Authorizing Official (Print on form)

Date of Signature 06.25.2024

Signature Attestation Statement: By providing this electronic signature, I, Andrea Stephenson Royster, am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that in some jurisdictions have been

BUDGET SUMMARY

Attachment V

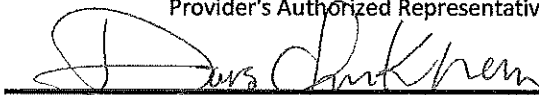
Provider Name: Treasure Coast Health Council Inc. DBA Health Council of Southeast Florida Inc.**Budget Start Date:** 07/01/24**Budget End Date:** 06/30/25**Contract:** COPCU

| Budget Categories | Current Budget | Budget Adjustment | Revised Budget |
|--|-----------------------|--------------------------|-----------------------|
| A. DIRECT PROGRAM COST: | | | |
| SALARIES: | \$ 58,396.00 | | |
| FRINGE BENEFITS: | \$ 14,535.00 | | |
| SALARY SUBTOTAL: | \$ 72,931.00 | \$ - | \$ - |
| ITEMIZED DIRECT EXPENSES: | | | |
| RENT: | \$ 2,477.00 | | |
| UTILITIES: | \$ 107.00 | | |
| OFFICE MAINTENANCE: | \$ 219.00 | | |
| PHONE: | \$ 226.00 | | |
| EQUIPMENT RENTAL: | \$ 541.00 | | |
| OFFICE SUPPLIES: | \$ 120.00 | | |
| INSURANCE: | \$ 628.00 | | |
| AUDIT FEES: | \$ 205.00 | | |
| CONTRACTUAL FEES: | \$ 1,491.00 | | |
| SOFTWARE | \$ 337.00 | | |
| PROGRAM SUPPLIES | \$ 1,000.00 | | |
| MEMBERSHIPS | \$ 3,050.00 | | |
| TRAINING & DEVELOPMENT | \$ 2,500.00 | | |
| CONFERENCE TRAVEL: | \$ 5,100.00 | | |
| DIRECT EXPENSE SUBTOTAL: | \$ 18,001.00 | \$ - | \$ - |
| B. ADMINSTRATIVE/INDIRECT COST: | | | |
| (Administrative/Indirect cost are capped at 10% of contract amount.) | | | |
| ADMINSTRATIVE: | | | |
| INDIRECT: | \$ 10,104.00 | | |
| ADMIN. SUBTOTAL: | \$ 10,104.00 | \$ - | \$ - |
| BUDGET TOTAL: | \$ 101,036.00 | \$ - | \$ - |

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the budget narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.



Provider's Authorized Representative Signature



Contract Manager's Signature of Approval

05/06/2024

Date



Date

BUDGET SUMMARY

Attachment V

Provider Name: Treasure Coast Health Council Inc. DBA Health Council of Southeast Florida Inc.**Budget Start Date:** 07/01/25**Budget End Date:** 06/30/26**Contract:** COPCU

| Budget Categories | Current Budget | Budget Adjustment | Revised Budget |
|--|----------------------|-------------------|----------------|
| A. DIRECT PROGRAM COST: | | | |
| SALARIES: | \$ 58,396.00 | | |
| FRINGE BENEFITS: | \$ 14,535.00 | | |
| SALARY SUBTOTAL: | \$ 72,931.00 | \$ - | \$ - |
| ITEMIZED DIRECT EXPENSES: | | | |
| RENT: | \$ 2,477.00 | | |
| UTILITIES: | \$ 107.00 | | |
| OFFICE MAINTENANCE: | \$ 219.00 | | |
| PHONE: | \$ 226.00 | | |
| EQUIPMENT RENTAL: | \$ 541.00 | | |
| OFFICE SUPPLIES: | \$ 120.00 | | |
| INSURANCE: | \$ 628.00 | | |
| AUDIT FEES: | \$ 205.00 | | |
| CONTRACTUAL FEES: | \$ 1,491.00 | | |
| SOFTWARE | \$ 337.00 | | |
| PROGRAM SUPPLIES | \$ 1,000.00 | | |
| MEMBERSHIPS | \$ 3,050.00 | | |
| TRAINING & DEVELOPMENT | \$ 2,500.00 | | |
| CONFERENCE TRAVEL: | \$ 5,100.00 | | |
| DIRECT EXPENSE SUBTOTAL: | \$ 18,001.00 | \$ - | \$ - |
| B. ADMINSTRATIVE/INDIRECT COST: | | | |
| (Administrative/Indirect cost are capped at 10% of contract amount.) | | | |
| ADMINISTRATIVE: | | | |
| INDIRECT: | \$ 10,104.00 | | |
| ADMIN. SUBTOTAL: | \$ 10,104.00 | \$ - | \$ - |
| BUDGET TOTAL: | \$ 101,036.00 | \$ - | \$ - |

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the budget narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.



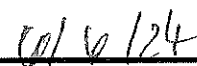
Provider's Authorized Representative Signature



Contract Manager's Signature of Approval

05/06/2024

Date



Date

BUDGET SUMMARY

Attachment V

Provider Name: Treasure Coast Health Council Inc. DBA Health Council of Southeast Florida Inc.**Budget Start Date:** 07/01/26**Budget End Date:** 06/30/27**Contract:** COPCU

| Budget Categories | Current Budget | Budget Adjustment | Revised Budget |
|--|----------------------|-------------------|----------------|
| A. DIRECT PROGRAM COST: | | | |
| SALARIES: | \$ 58,396.00 | | |
| FRINGE BENEFITS: | \$ 14,535.00 | | |
| SALARY SUBTOTAL: | \$ 72,931.00 | \$ - | \$ - |
| ITEMIZED DIRECT EXPENSES: | | | |
| RENT: | \$ 2,477.00 | | |
| UTILITIES: | \$ 107.00 | | |
| OFFICE MAINTENANCE: | \$ 219.00 | | |
| PHONE: | \$ 226.00 | | |
| EQUIPMENT RENTAL: | \$ 541.00 | | |
| OFFICE SUPPLIES: | \$ 120.00 | | |
| INSURANCE: | \$ 628.00 | | |
| AUDIT FEES: | \$ 205.00 | | |
| CONTRACTUAL FEES: | \$ 1,491.00 | | |
| SOFTWARE | \$ 337.00 | | |
| PROGRAM SUPPLIES | \$ 1,000.00 | | |
| MEMBERSHIPS | \$ 3,050.00 | | |
| TRAINING & DEVELOPMENT | \$ 2,500.00 | | |
| CONFERENCE TRAVEL: | \$ 5,100.00 | | |
| DIRECT EXPENSE SUBTOTAL: | \$ 18,001.00 | \$ - | \$ - |
| B. ADMINSTRATIVE/INDIRECT COST: | | | |
| (Administrative/Indirect cost are capped at 10% of contract amount.) | | | |
| ADMINSTRATIVE: | | | |
| INDIRECT: | \$ 10,104.00 | | |
| ADMIN. SUBTOTAL: | \$ 10,104.00 | \$ - | \$ - |
| BUDGET TOTAL: | \$ 101,036.00 | \$ - | \$ - |

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the budget narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.



Provider's Authorized Representative Signature



Contract Manager's Signature of Approval

05/06/2024

Date



Date

BUDGET SUMMARY

Attachment V

Provider Name: Treasure Coast Health Council Inc. DBA Health Council of Southeast Florida Inc.**Budget Start Date:** 07/01/27**Budget End Date:** 06/30/28**Contract:** COPCU

| Budget Categories | Current Budget | Budget Adjustment | Revised Budget |
|--|----------------------|-------------------|----------------|
| A. DIRECT PROGRAM COST: | | | |
| SALARIES: | \$ 58,396.00 | | |
| FRINGE BENEFITS: | \$ 14,535.00 | | |
| SALARY SUBTOTAL: | \$ 72,931.00 | \$ - | \$ - |
| ITEMIZED DIRECT EXPENSES: | | | |
| RENT: | \$ 2,477.00 | | |
| UTILITIES: | \$ 107.00 | | |
| OFFICE MAINTENANCE: | \$ 219.00 | | |
| PHONE: | \$ 226.00 | | |
| EQUIPMENT RENTAL: | \$ 541.00 | | |
| OFFICE SUPPLIES: | \$ 120.00 | | |
| INSURANCE: | \$ 628.00 | | |
| AUDIT FEES: | \$ 205.00 | | |
| CONTRACTUAL FEES: | \$ 1,491.00 | | |
| SOFTWARE | \$ 337.00 | | |
| PROGRAM SUPPLIES | \$ 1,000.00 | | |
| MEMBERSHIPS | \$ 3,050.00 | | |
| TRAINING & DEVELOPMENT | \$ 2,500.00 | | |
| CONFERENCE TRAVEL: | \$ 5,100.00 | | |
| DIRECT EXPENSE SUBTOTAL: | \$ 18,001.00 | \$ - | \$ - |
| B. ADMINSTRATIVE/INDIRECT COST: | | | |
| (Administrative/Indirect cost are capped at 10% of contract amount.) | | | |
| ADMINISTRATIVE: | | | |
| INDIRECT: | \$ 10,104.00 | | |
| ADMIN. SUBTOTAL: | \$ 10,104.00 | \$ - | \$ - |
| BUDGET TOTAL: | \$ 101,036.00 | \$ - | \$ - |

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the budget narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.



Provider's Authorized Representative Signature



Contract Manager's Signature of Approval

05/06/2024

Date

06/06/2024

Date

BUDGET SUMMARY

Attachment V

Provider Name: Treasure Coast Health Council Inc. DBA Health Council of Southeast Florida Inc.**Budget Start Date:** 07/01/28**Budget End Date:** 06/30/29**Contract:** COPCU

| Budget Categories | Current Budget | Budget Adjustment | Revised Budget |
|--|-----------------------|--------------------------|-----------------------|
| A. DIRECT PROGRAM COST: | | | |
| SALARIES: | \$ 58,396.00 | | |
| FRINGE BENEFITS: | \$ 14,535.00 | | |
| SALARY SUBTOTAL: | \$ 72,931.00 | \$ - | \$ - |
| ITEMIZED DIRECT EXPENSES: | | | |
| RENT: | \$ 2,477.00 | | |
| UTILITIES: | \$ 107.00 | | |
| OFFICE MAINTENANCE: | \$ 219.00 | | |
| PHONE: | \$ 226.00 | | |
| EQUIPMENT RENTAL: | \$ 541.00 | | |
| OFFICE SUPPLIES: | \$ 120.00 | | |
| INSURANCE: | \$ 628.00 | | |
| AUDIT FEES: | \$ 205.00 | | |
| CONTRACTUAL FEES: | \$ 1,491.00 | | |
| SOFTWARE | \$ 337.00 | | |
| PROGRAM SUPPLIES | \$ 1,000.00 | | |
| MEMBERSHIPS | \$ 3,050.00 | | |
| TRAINING & DEVELOPMENT | \$ 2,500.00 | | |
| CONFERENCE TRAVEL: | \$ 5,100.00 | | |
| DIRECT EXPENSE SUBTOTAL: | \$ 18,001.00 | \$ - | \$ - |
| B. ADMINSTRATIVE/INDIRECT COST: | | | |
| (Administrative/Indirect cost are capped at 10% of contract amount.) | | | |
| ADMINSTRATIVE: | | | |
| INDIRECT: | \$ 10,104.00 | | |
| ADMIN. SUBTOTAL: | \$ 10,104.00 | \$ - | \$ - |
| BUDGET TOTAL: | \$ 101,036.00 | \$ - | \$ - |

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the budget narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.




Provider's Authorized Representative Signature



Contract Manager's Signature of Approval

05/06/2024

Date



Date

| | | | |
|--|------------|-----------------------|------|
| State of Florida Authorization to Incur Travel Expenses | Name | Official Headquarters | Date |
| | Department | Division | |

| | | | |
|---------------|----------------|-------------|------------|
| Name of Trip: | Departure Date | Return Date | Total Days |
| Location: | | | |

| | | | |
|--|----------------|-------------|-------------|
| Purpose or convention travel: Explanation of benefits accruing to the State of Florida | Departure Time | Return Time | Trip Number |
| | | | |

| | | | | |
|---------------------|--|--|--|--|
| Estimated Per Diem: | | | | |
| Registration Fee: | | | | |
| | | | | |

| Motel | Confirm | Rate | Nights | Cost |
|-------|---------|------|--------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Airline | Dep. Flight | Time | Ret. Flight | Time | Cost |
|---------|-------------|------|-------------|------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | | |
|--------------------------------------|--|--|--|--|
| TOTAL ESTIMATED COST FOR TRIP | | | | |
| Comments: | | | | |
| | | | | |

| | | | | |
|---|-------------------------|------|-----------------------|------|
| I hereby certify that travel as shown above is to be incurred in connection with official business of the State | | | | |
| | Approved by Supervisor: | Date | Approved- Agency Head | Date |
| | | | | |



Proudly serving Palm Beach, Martin, Okeechobee, St. Lucie, and Indian River counties

Organizational Information and Impact of Efforts

FY 2024-2025

Overview: Health Council of Southeast Florida

Andrea Stephenson Royster, MBA, MHS, FACHE
Chief Executive Officer

Health Council of Southeast Florida

Who we are:

- Defined in Florida State Statute 408.033
- One of eleven local health planning councils in Florida
- Serve a 5-county service area:
 - Palm Beach
 - Indian River
 - St. Lucie
 - Martin
 - Okeechobee

Statutory Mandates

- Monitor the onsite construction progress of any certificate-of-need (CON) projects
- Conduct public hearings
- Collect data & conducting analyses related to health needs
- Advise & assist local governments with health plan elements
- Monitor & assess needs of medically indigent and other underserved populations
- Planning for services & supports for those living with HIV
- Provide technical assistance to local governments and regional planning councils

Board of Directors

- Composition is defined in statute, and includes:
 - Healthcare providers
 - Healthcare purchasers
 - Healthcare consumers
- Appointed by the respective Board of County Commissioners.
- Each board member serves a term of two years, in accordance with the bylaws, but can continue to be reappointed.
- Currently, there are eight board members.



Board of Directors 2024-2025



Christine Bishop, OD
Chair



Kathleen Burdette
CMA, MBA
Treasurer



Jackalyn Fignar
RN, MBA, NHA
Secretary



Marnie Ritchie-Poncy
Esq., RN
Past Chair



Elisabeth "Lissa" Franklin
Board Member



Teena White
APRN, DNP
Board Member



Lisa Hatch
Board Member



Alyn Casal-Fernandez
MD, MPH, CMO
Board Member

HCSEF Mission & Vision

Our Mission

- We exist to improve the health of residents of the Palm Beaches and Treasure Coast by promoting access to quality health and human services.

Our Vision

- The Health Council of Southeast Florida is the region's leading advocate for optimal access to health care through using our collective knowledge, experience, and commitment in health planning, research, and program development.

Strategic Thrusts

How We Serve:

- Innovating to meet evolving needs
 - Facilitating assessments and other planning efforts providing insight on the barriers, challenges, and opportunities.
 - Addressing gaps through direct services

Pillars of Focus:

- Infrastructure
- Community Health Improvement
- Access to Care
- Education
- Capacity Building/Technical Assistance
- Critical Health Focus Area(s)

Efforts & Initiatives

- HIV Education & Prevention
- Services & Supports for Persons Living with HIV/AIDS
- Overdose Data to Action (OD2A)
- Navigation & Access to Coverage
- Community Health Advocates
- Health Literacy
- Statewide Early Care & Education (ECE) Program for Healthy Living
- Health Planning & Assessments
- Capacity Building & Technical Assistance
- Coalition Management & Administration
- Data Gathering & Analyses
- Evaluation of Programs & Services
- GIS Mapping
- Program & Project Management Community Engagement

Websites and Social Media



<https://www.hcsef.org>



www.facebook.com/healthcouncilofsoutheastflorida

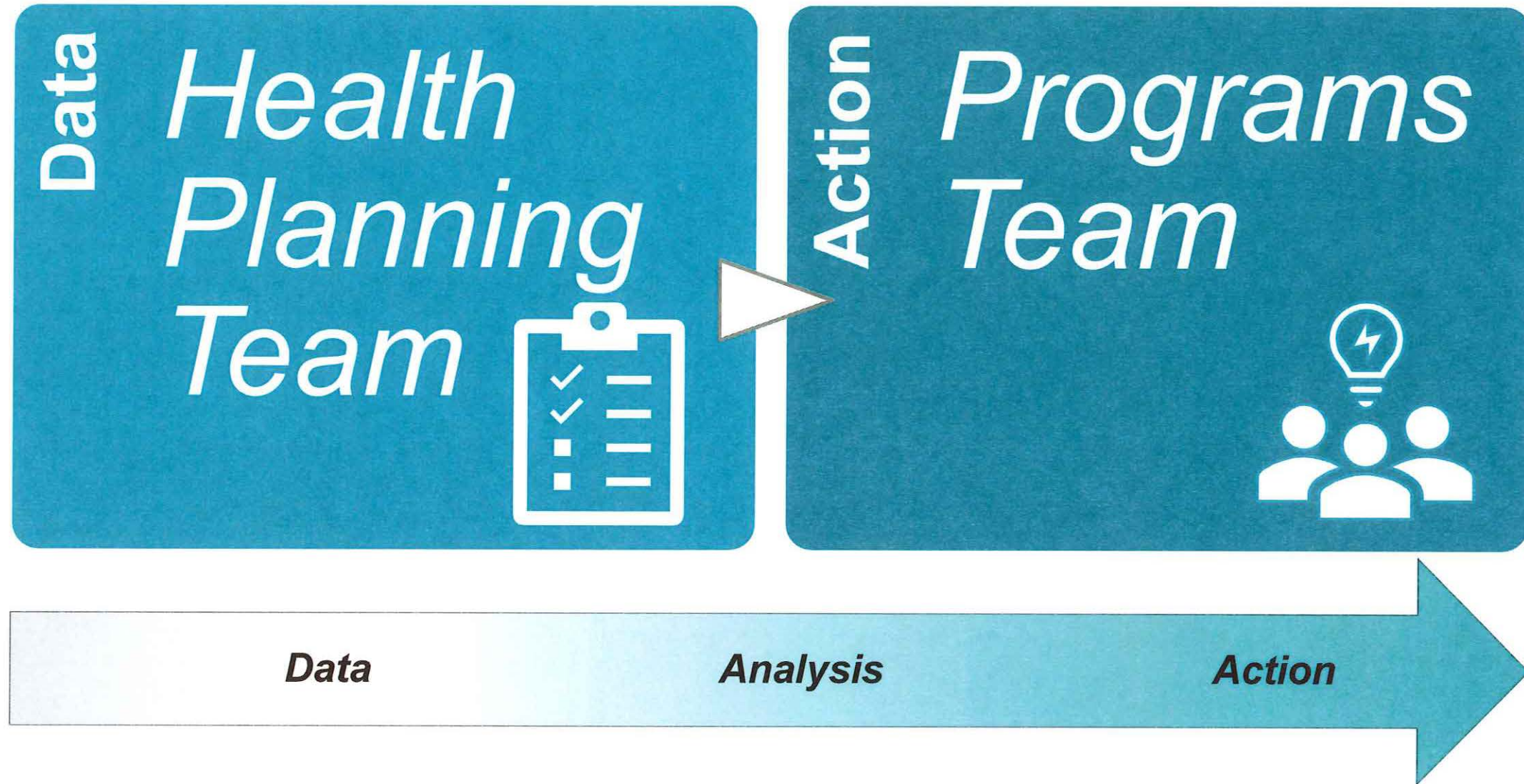


[@hcsef](https://twitter.com/hcsef)



[@hcsefflorida](https://www.instagram.com/hcsefflorida)

HCSEF's Approach: Data to Action



Health Planning

Health Council of Southeast Florida Health Planning Team



Qualitative data collection and analysis: Focus Groups, Key Informant Interviews, Community Conversations



Quantitative data collection and analysis: Census, FL Health CHARTS, etc.



Report-writing: Anywhere from infographics for residents to 300+ page data reports



Planning and implementation of conferences and events that work to improve public health



Coalition-building and systems-level partnerships



Community health improvement plan implementation



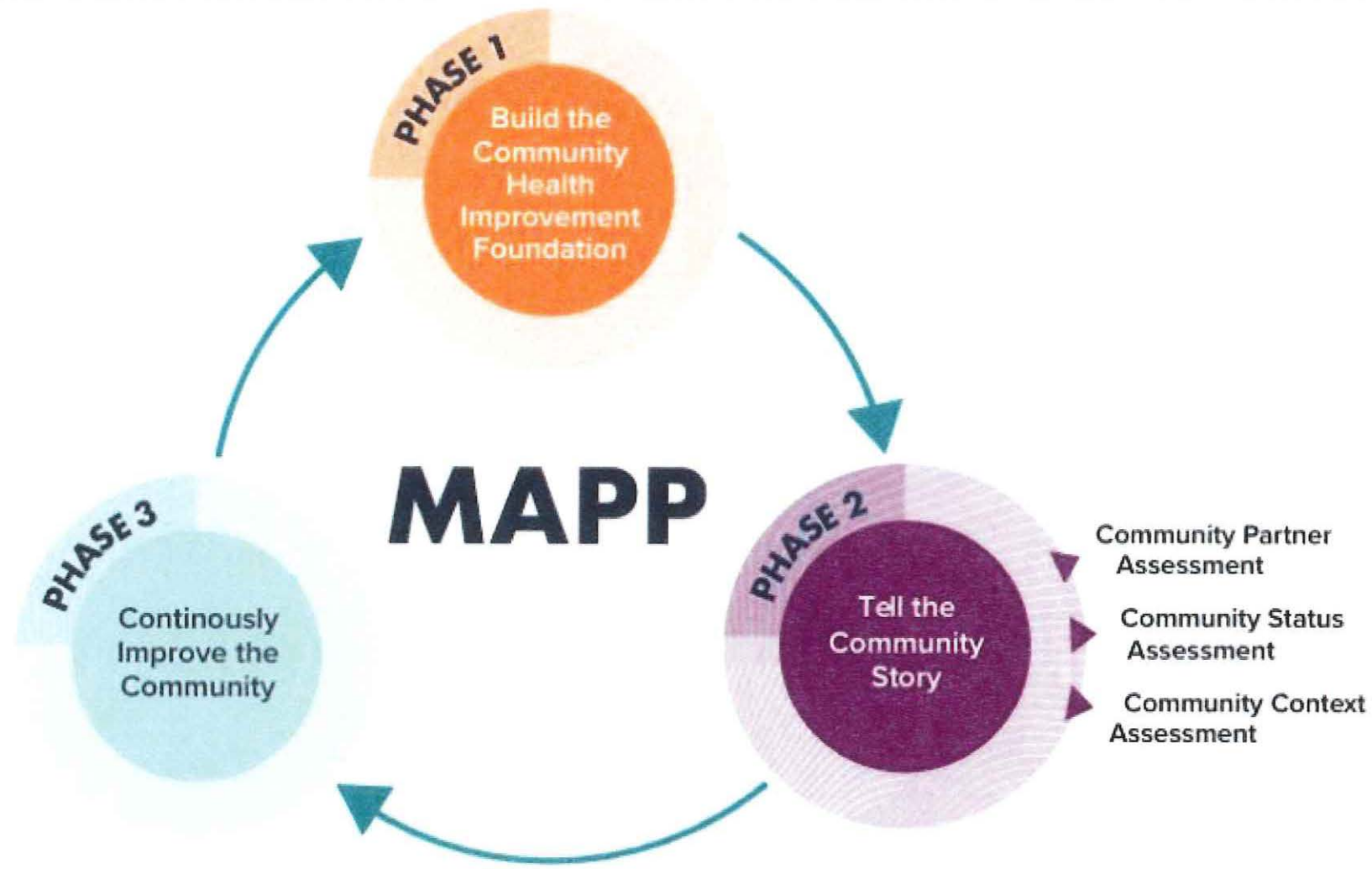
Evaluation and Analysis



Drawing connections between programs and data in the community



Community Health Planning



Community Health Planning

➤ CHAs

- Stakeholder Analysis and Engagement
- Visioning
- Advisory Council Meetings
- Primary & Secondary data collection and analysis
- Data Triangulation
- Report

Current year:

Indian River

Martin

St. Lucie

Lakeside Medical Center



➤ CHIPs

- Prioritization
- Root Cause Analysis
- Components of Plan
- Implementation Process
- **Current year:**

Palm Beach

Okeechobee

Martin

So far, this year:

- ***Conducted 33 focus groups***
- ***Held 32 Key Informant Interviews***
- ***Spoke with nearly 400 residents***

LET'S BE HEROs + NAP SACC

- HCSEF is the state lead for **Go NAPSACC (GNS)** in Florida (known as **Let's Be HEROs**).
- **Go NAPSACC** is an evidence-based, online platform to help childcare programs improve the health of young children through practices, policies, and environmental changes.
- **Let's Be HEROs** is a coordinated program in FL that utilizes a **statewide Technical Assistant network** to increase the number of programs who use GNS, all in an effort to promote healthy behaviors and improve whole child health and wellbeing.
- Currently, there are **105 TAs** covering **64 counties** in FL. HCSEF provides TA to childcare programs without an assigned TA.



The screenshot shows the Go NAPSACC website. At the top, there's a navigation bar with the 'LET'S BE HEROs + NAP SACC' logo, links for 'ABOUT US', 'LET'S BE HEROs', and 'CONTACT US', and a red 'GET STARTED' button. The main heading is 'Fueling Young Heroes for Future Success'. Below this, a paragraph describes Go NAPSACC as an evidence-based, online flexible platform designed to help child care programs improve the health of young children. Another paragraph states that through Let's Be HEROs, Go NAPSACC is free for all child care programs in Florida. A section titled 'The five simple steps are:' lists: Assess (self-assessment), Plan (action planning), Take Action (library of tips), Learn More (training), and Keep it Up (progress assessment). A QR code is visible on the right side of the page.

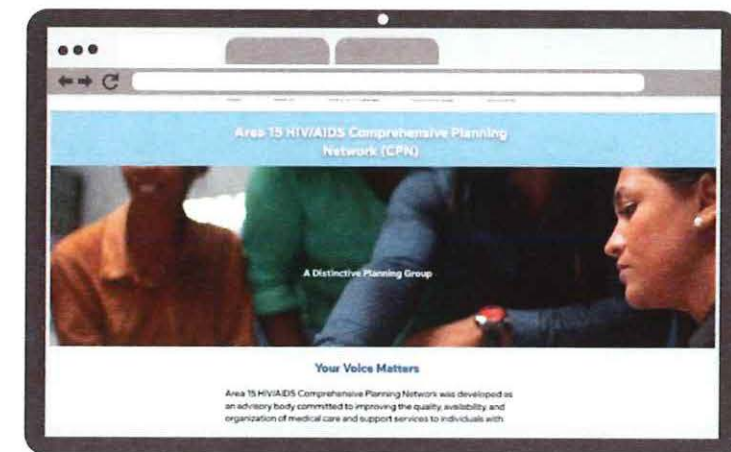
<https://www.floridagonapsacc.com/>

- This year, **78 childcare programs** are registered with Go NAPSACC in FL, reaching **6,414 children** in the state.
- Since 2020, **379 childcare programs** have registered, reaching **53,747 children** in the state.

Area 15 HIV Consortium



- The **Area 15 HIV/AIDS Comprehensive Planning Network (CPN)** brings together providers, support service organizations, and community members to strengthen & coordinate services for people living with HIV in the Treasure Coast.
- HCSEF facilitates CPN meetings, assists with new member recruitment, and manages the website to support communication, collaboration, and resource sharing.
- The CPN consists of:
 - **34 current (or prospective)** members
 - Representation from **11 unique organizations** and community members
 - **5 committees** that meet monthly or bi-monthly



Learn more about the Area 15 HIV/AIDS Comprehensive Planning Network (CPN) by visiting our website!



<https://www.area15cpn.org/>



Community Health Advocacy

Community Health Workers/Advocates

A Community Health Advocate

is a frontline health employee who is a trusted member of the community they serve.



HCSEF's CHA Model

1. We go where people are
2. We eliminate barriers
3. We value lived experience



HCSEF's CHW Model in the Community

Place-based engagement & outreach:

- Housing developments
- Libraries
- Senior centers
- Local businesses (barbershops, salons)
- Churches & faith-based entities
- Community-based organizations
- Home visits, as needed
- Other (informal gatherings)



CHA with client at Bedrock Ocean Tide



Focus Areas & Services

Community &
Place-based
Initiatives

Overdose Data
to Action

HIV Prevention,
Services &
Supports

Chronic
Disease
Management

Navigation &
Access to
Coverage

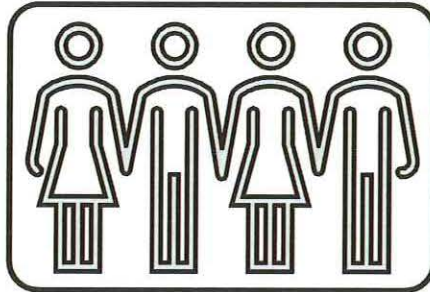
Overdose Data To Action (OD2A)

NOTE: Overdose Data to Action (OD2A) is a national grant program with 100% of its funding from the Centers for Disease Control and Prevention (CDC) of the U.S. and the Department of Health and Human Services (HHS). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

Overdose Data to Action

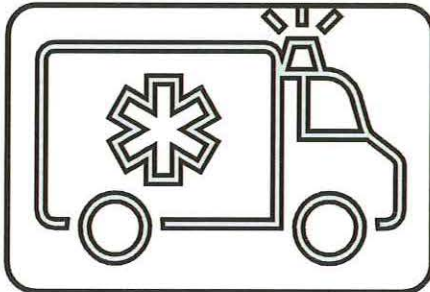
- Overdose Data to Action (OD2A) is a national initiative funded by CDC
 - HCSEF is a sub-recipient under the **PBC DOH**
 - Lead agency for all community-based overdose prevention strategies
 - 9+ funded partners across multiple sectors; partnerships evolve with needs
- HCSEF works with PBC DOH and helps guide overdose response strategy
 - Utilizes **data-driven strategies** —> Implement **effective public health interventions**
 - Identifies and manages **strategic partnerships** to address OD2A priorities
 - Directly implements prevention services
 - Community Health Advocate model
- An **evolving epidemic**, requiring a **multifaceted** and **adaptive** response
 - Emerging substances
 - Changing populations of focus
 - Environmental, social and legislative changes

A Collaborative Approach



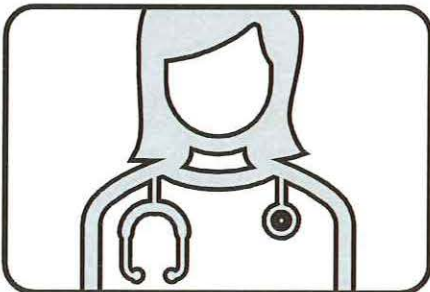
Community Sector

- Lake Okeechobee Rural Health Network
- Living Skills in the Schools
- Palm Beach County Behavioral Health Coalition
- Rebel Recovery
- Trinity Counseling Center



Public Safety Sector

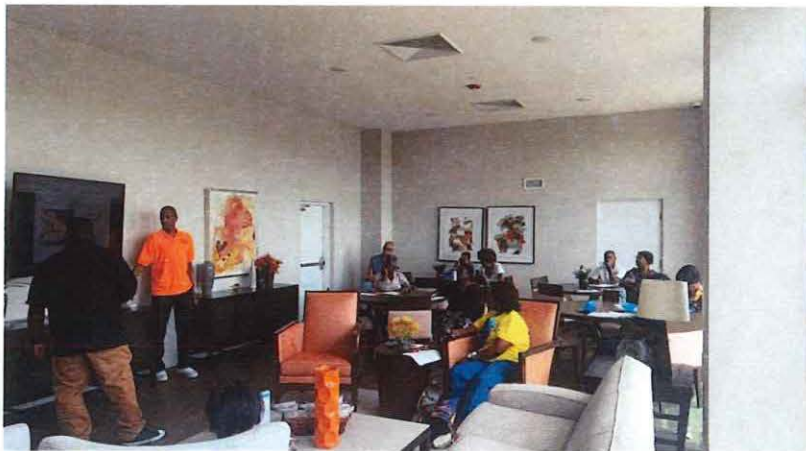
- Palm Beach County Fire Rescue



Healthcare Sector

- Health Care District of Palm Beach County
- Palm Beach County Medical Society
- T. Leroy Jefferson Medical Society

OD2A in the Community



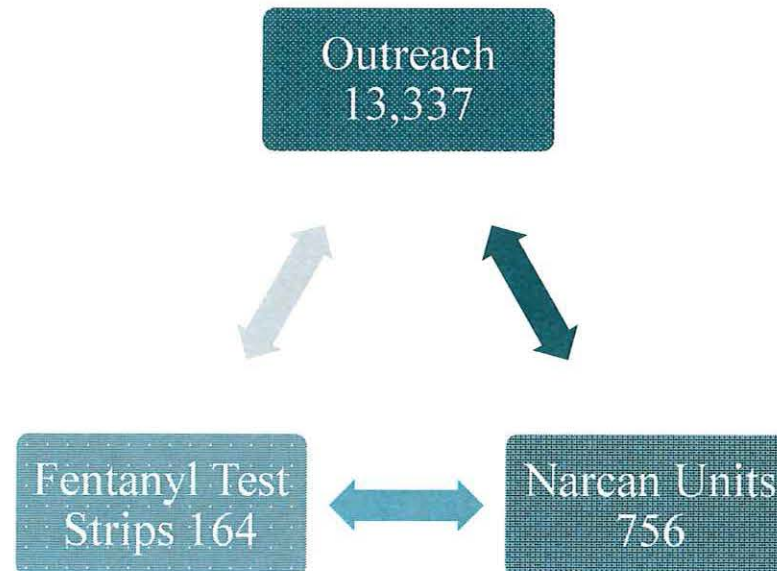
- Presentation: Opioid Awareness for Seniors at Heron Estates (May 1, 2025)
- National Prescription Drug Take Back Day (October 26, 2024 and April 26, 2025)
- Overdose Awareness Day Event at HUB Lake Worth (August 31, 2024)
- Overdose Awareness Day Event at Compass Community Center (August 30, 2024)
- Revive Awareness Day (June 6, 2025)

OD2A Impact

Outreach Venues

Parks
Churches
Convenience Stores
Barber Shops
Community Centers
Public Parks
Meal Distribution Centers
Libraries
Municipal Facilities
Senior Centers
Laundromats
Homeless Shelters
Apartment Complexes
Grocery Stores
Shopping Centers

Total Community Outreach & Distribution



Community Health Advocates (CHAs) targeted 17 regional zip codes in West Palm Beach, Riviera Beach, Lake Worth, Boynton Beach and Delray Beach

Referrals for SUD, Harm Reduction and/or Other Support Services
Total: 444

Covering Florida – Navigation & Access to Coverage

NOTE: This program is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$13,792,500 with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

Covering Florida – Health Insurance Navigation

- Funded by CMS, via the **University of South Florida** for all 67 counties in FL
- Supports **health access** by navigating residents/consumers through the health insurance marketplace
- Navigators are licensed, certified, vetted and extensively trained
 - Staffing based on Community Health Advocate model
- Navigators provide information in accurate, fair and **impartial** manner
- Key activities include outreach, education (including “coverage to care”), 1:1 enrollment and post-enrollment assistance
- Partnering with LORHN and TCFB to maximize impact and reach
- Services are in office, community-based, or virtual



Navigator Services

- Assist with understanding insurance terms, such as premium, deductible, copay, co-insurance, and out-of-pocket maximum.
- View available health coverage options
 - Health Insurance Marketplace
 - Florida Medicare
 - Florida Medicaid
 - Florida KidCare
- Create or update an account on **www.healthcare.gov**
- Enroll in a qualified health plans
- Navigate post-enrollment situations
- Assistance is offered in 3 languages (English, Spanish, Creole)
- Services are provided during open enrollment and throughout the year (during special enrollment) based on eligibility

Special Enrollment

You must have a qualifying life event to enroll now that it is **Special Enrollment Period**.

- Navigators assist consumers to determine if they qualify for a Special Enrollment Period.
- Those who qualify generally have 60 days to enroll.



Change in Household

- Married
- Divorced
- Baby (birth, adopt, foster)
- Death in household



- Gaining membership in a federally recognized tribe
- Gaining status as ANCSA



- Becoming a US Citizen



Change in Residence

- In a new ZIP code
- From foreign country
- From U.S. territory
- Students
- Seasonal Workers
- To/From shelter or transitional housing



- Leaving incarceration



AmeriCorps

- Start or end service with AmeriCorps, VISTA, or NCCC



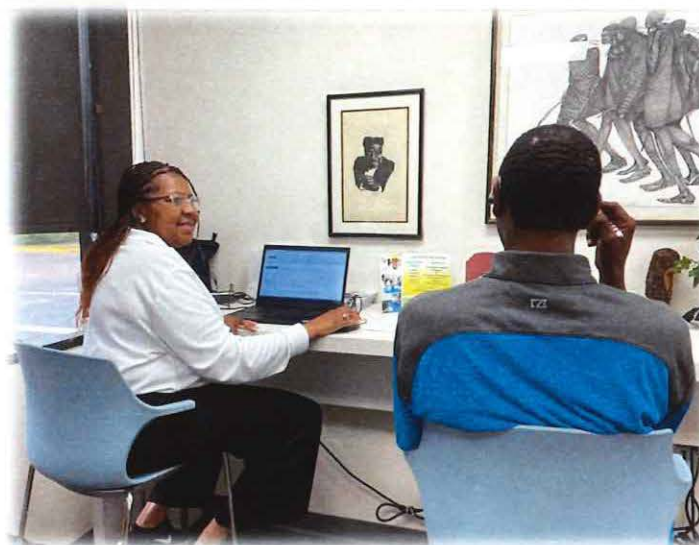
Loss of Coverage

- Job-based
- Medicaid
- KidCare
- Turned 26 (if on parent plan)
- Medicare (Part A)



- Affected by natural disaster (like a hurricane, flooding)

Navigators in the Community

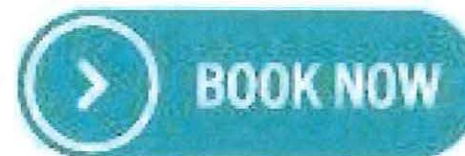


Connecting with a Navigator

You can use the Connector Application/Widget to book an appointment with one of our Navigators!

<https://widget.getcoveredamerica.org/>

Scan the QR code
to schedule a
meeting with a
Licensed Navigator



HCSEF Outcomes September 2024 – June 2025

Estimated Consumers
Reached via Marketing
105,003

Consumer Interactions
During Open Enrollment
1,322

Consumer Interactions
4,344

Consumer Interactions via
Outreach during Open
Enrollment
460

Consumers Assisted in
Rural Counties
175

QHP Enrollment During
Open Enrollment
273

Consumer Interactions via
Outreach Efforts
2,215

QHP
Enrollment
372

Consumers Assisted by
County
4,065

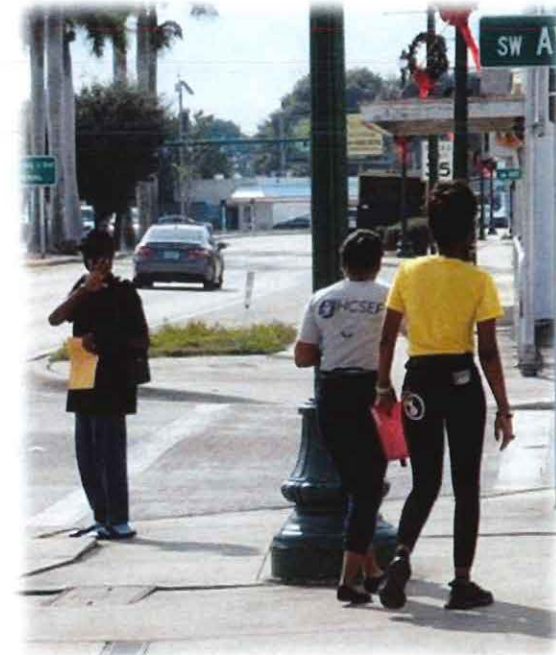
HIV Prevention, Services & Supports

An integrated approach to HIV services

- High-impact HIV Prevention
 - Funded through complimentary CDC & DOH grants
 - Based on Ending the HIV Epidemic (EHE) framework
 - **Diagnose:** early detection through community-based rapid (including self) testing
 - **Treat:** rapid entry to and retention in care, through engagement, referral and linkage
 - **Prevent:** risk-reduction education and supporting biomedical intervention (PrEP/PEP)
 - **Respond:** supporting HIV cluster response efforts
- Services & supports for people with HIV (PWH)
 - Funded through Ryan White Care Act, via PBC Community Services
 - Includes **core medical** and **support** services
 - Early Intervention, Case Management & Psychosocial Support
 - Health Insurance & Medical Transportation Support
 - Specialty Medical Care
 - Improves **access** and **adherence** to care for PWH

We go where the people are

- Community-based outreach
- Strategic partnerships across sectors
- Embedded staff
- Examples of outreach and service sites
 - Esperanza Community Center
 - Victory City Church
 - Church by the Glades
 - Johnny Barbershop
 - Arms of Hope
 - Boynton Beach Soup Kitchen
 - Mt Calvary First Baptist Church
 - Midway Specialty Care
 - Empower Health



Innovative Engagement: Digital Brochure

- Self-contained, ready to access, digital HIV prevention content
 - Understanding the Basics of HIV
 - Knowing Your Status is Easy
 - Meeting You Where You Are
 - Next Steps
 - A True Story
- No internet connection or other equipment required
- Simple to use and engaging
- Serves as conversation starter
- Features HCSEF CHAs and client stories
- Developed with input from HCSEF's HIV Community Advisory Board
- Well-received by community members



HIV Prevention Program Outcomes, 2024

1,081
HIV tests
conducted

11,375
Clients who
received HIV
education

64
Community events
hosted

607
Essential support
services referrals
provided

585
PrEP
referrals provided

474
Integrated
screening referrals
provided

46,018
Condoms
distributed

74
Medication
adherence
sessions provided

Emerging Issues: Mpox prevention

- Funded through CDC Foundation 2023-2025
- Addressing and mitigating Mpox resurgence in our region
 - Reducing stigma
 - Educating & raising awareness
 - Facilitating vaccine access and support services
- Risk factors in common with HIV
- Successfully leveraged existing HIV services and adaptability of CHA model

29,514 people
Educated

114 people
Vaccinated

Community & Place-based Initiatives

HCSEF in Riviera Beach

- HCSEF is one of four community partners working collectively to improve access to health and human services
- With complex and multiple factors, residents in 33404 often experience disproportionate challenges with health and quality of life outcomes
- Staffing is based on Community Health Advocate model
- Leverages other complementary initiatives
- Features a closed-loop referral system to maximize efficiency and impact



Services Provided in Riviera Beach



Providing Education

- One-on-one and group sessions
- Meeting residents where they are



Conducting Linkage

- Navigate health insurance and systems
- Client and community advocacy



Facilitating Access

- Build and bridge partners and collaborators
- One-on-one help applying for assistance programs
- Close the technology gap

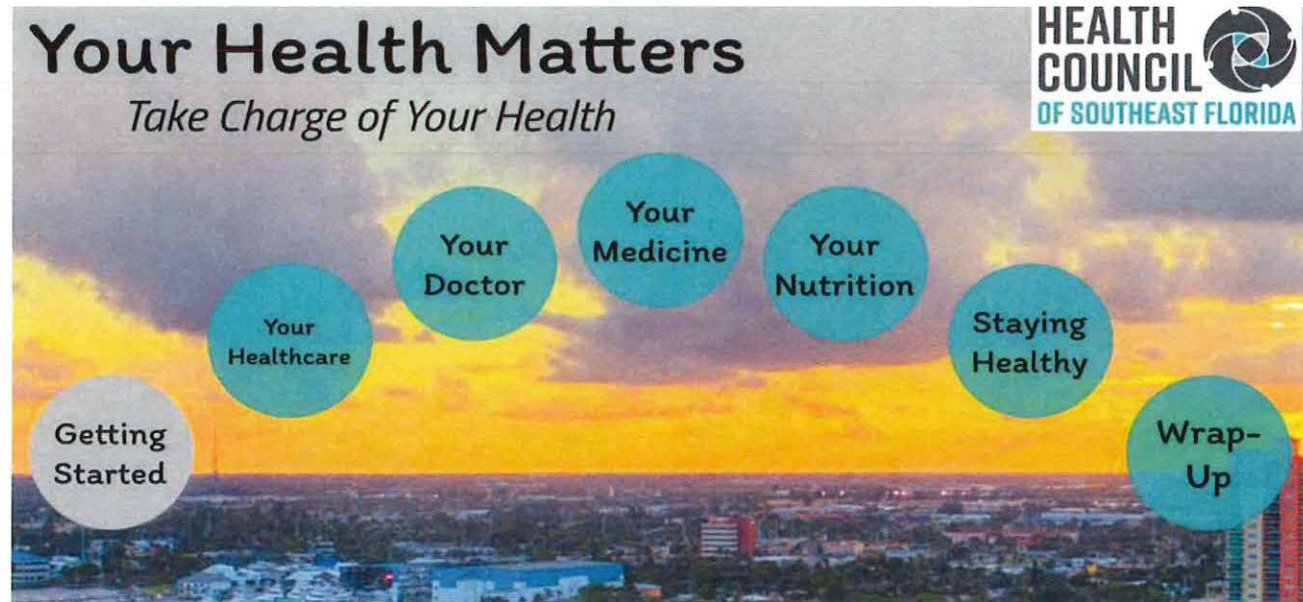


Health Education Workshops

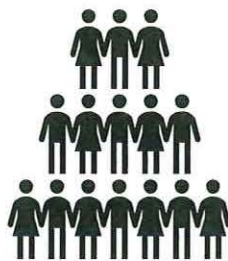


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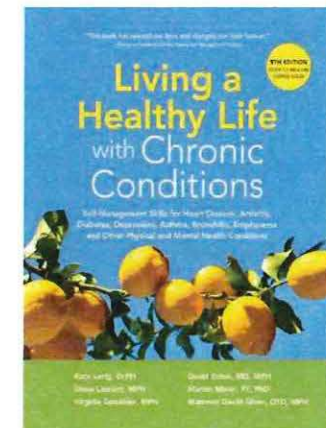
Workshops



56



Graduates



RBHI Outcomes

4,247

Residents
reached by
outreach efforts

321

Residents who
received
education

6

Health
workshops
hosted

153

Residents
received
linkage/referrals

10

Residents linked
directly to health
care

29

Individuals
enrolled in
health insurance

83

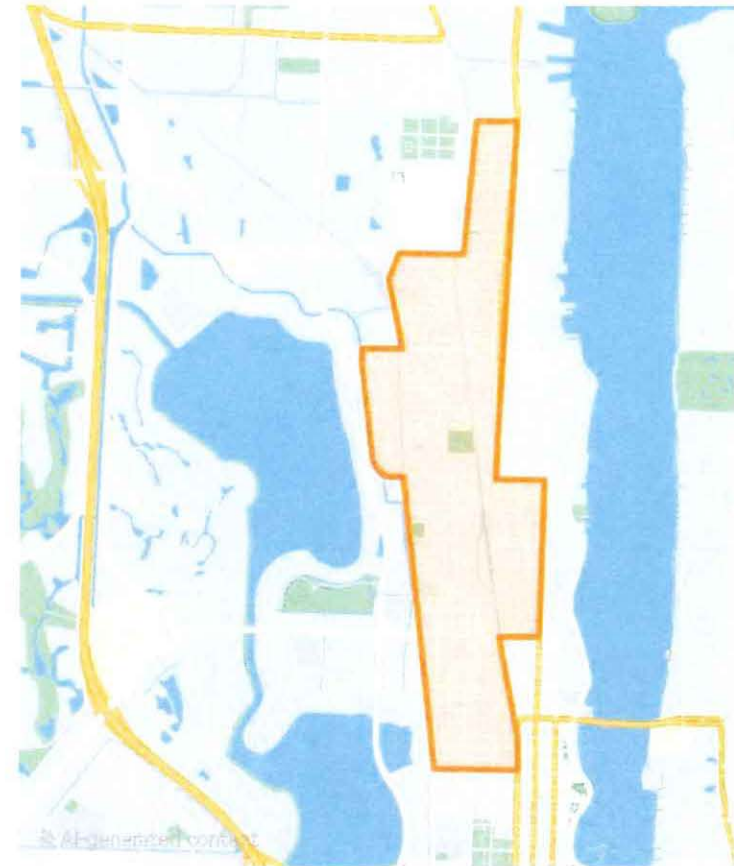
Referrals/linkage
to other social
agencies

147

Residents
whose cases
were resolved

HCSEF in West Palm Beach

- Stronger Communities Initiative (SCI)
 - Funded locally by **Quantum Foundation**
 - Newly-developed community initiative for HCSEF (currently in planning/early implementation phase)
 - Focuses on SCI communities of West Palm Beach
 - Northwest
 - Coleman Park
 - Pleasant City
 - Northwood Hills
 - Pinewood Park
 - North 45th St
 - Strategic focus on providing health **education** and **access** with consideration of social and environmental factors
 - Services delivered through HCSEF's Community Health Advocate model



Contact Information

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