LEON COUNTY PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and Neighborhood Health Services, Inc., hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider *in conjunction with this contract. It is expressly* understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law
   This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the County.

c. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The County shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the County.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated *thereunder* (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) 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 (6) years, the records shall 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 the contract and at the request of the County, the provider will cooperate with the County to facilitate the Duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to *examine*
   any of provider's contract and related records and documents, regardless of the form in which kept, at *all reasonable times for as long as records* are retained.
6. To provide a financial and compliance audit to the County as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the County

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract. Following such evaluation the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default *of this contract*; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

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F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the County and all 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 the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the County is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the County. The County's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the County, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the County permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the County against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in Leon County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the County in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida County of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the County.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to bind the County unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to any other compensation of county employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.
5. Unless justified by the provider and agreed to by the County in Attachment I, the County is not responsible for services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the 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 the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board of County Commissioners with County Logo.* If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and county logo shall appear in the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the County no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the County 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 reports due from the provider and necessary adjustments thereto have been approved by the County.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the County to be referred to the County of State to determine whether patent protection will be sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the County. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The provider, without exception, shall indemnify and save harmless Leon County 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 the provider. Leon County will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the 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 shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a security interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of county funding for this purpose, the provider agrees that, if it disposes of the property before the County's interest is vacated, the provider will refund the proportionate share of the county's initial investment, as adjusted by depreciation.

S. Information Security

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

II. The County Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount of up to $125.00 per patient visit not to exceed a total of $416,740.00 subject to the availability of funds. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. 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

Invoice payment requirements do not start until a properly completed invoice is provided.

III. The Provider and the County Mutually Agree

A. Effective and Ending Dates

This contract shall begin on October 1, 2009, and shall end on September 30, 2010.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the County may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the County's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the County in a manner satisfactory to the County will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, been notified by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a contract terminated by the county for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the county budgeting process and subsequently identified in the County's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
   Neighborhood Health Services, Inc.
   438 West Brevard Avenue, RM 11
   Tallahassee, Florida 32301
2. The name of the contact person and street address where financial and administrative records are maintained is:
   Executive Director
   Neighborhood Health Services, Inc.
   438 W. Brevard Avenue, Tallahassee, Florida 32301

3. The name, address, and telephone number of the contract manager for the County for this contract is:
Human Services Analyst
Division of Health and Human Services
918 Railroad Avenue
Tallahassee, Florida 32310

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:
Executive Director
438 W. Brevard Avenue
Tallahassee, FL 32301 (850) 224-2469

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II and Exhibits 1, 2, 3, A, B, C, D, E, & F 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 shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

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

Provider: _____

Signed by: _____

Name: _____

Title: _____

Date: _____

Federal EID# _____

LEON COUNTY, FLORIDA

BY: _____
Parwez Alam
County Administrator

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

Program Terms

a. Primary Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.

b. Primary care client. A person who has been determined to be eligible for primary care services and receives any client service funded by this contract.

c. Service Unit. Primary care service visit (throughout the contract period) per eligible enrolled client.

d. Adult, is any eligible client who is 18 years of age or older.

e. Child, is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement

(1) Primary Care Services must be provided which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.

(2) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

All services shall be provided in accordance with Chapter 64F-10, Florida Administrative Code, Primary Care Projects. Legal authority for contract and services – Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B.5.a of this contract.

d. Major Program Goals.

The goal of our Primary Care Initiative is to improve the health and well-being of income-eligible clients in the community through the delivery of primary health care services.

3. Clients Served.

a. General Description.

A Primary Care Client includes any person who meets the federal poverty guidelines, needs medical care, and has no health insurance.

b. Client Eligibility.

(1) Eligibility for services under this contract is limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care clients.

(2) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.

(3) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining Medicaid.

(4) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the client participation agreement (Exhibit A).

c. Client Determination.

The provider must determine eligibility for enrollment into the comprehensive primary care program. Eligibility, as defined in A.3.a, must be re-determined at least annually but no more frequently than every six months. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income situation changes.

B. *Manner of Service Provision*

1. Service Tasks

a. Task List

Primary care provider must offer the following services:

(1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards of the American Academy of Pediatrics.

(2) Preventive health services and continuing management of the health care needs of registered clients, including referral, when needed, for secondary or tertiary care;

(3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.

(4) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.

(5) The primary care project must establish referral patterns with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.

(6) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.

(7) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:

(a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;

(b) speaking to an answering service that will contact a health professional. The on-call health provider must be a physician, physician assistant or an advance registered nurse practitioner.

(c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.

(8) Client registration

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit A. Each client must also receive a copy of the client rights statement (Exhibit F) and a listing of the services that can be obtained through the provider.

(9) The Provider must deliver all of the primary care services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the provider must offer to registered clients, the provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

b. Task Limits

Primary care funds provided through the Health Care Access Act or the Indigent Health Care Act cannot be paid to a hospital for in-patient care.

Services are limited to eligible registered clients and are limited by the number of contract dollars available.

2. Staffing Requirements

a. Staffing Levels

The provider must maintain sufficient staff to deliver the agreed upon services.

b. Professional Qualification

All physicians, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care clients referenced above must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes

The Human Services Analyst must be notified in writing of termination of employment of the Executive Director or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the Contract Manager in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in 2.a. above and the professional qualifications in 2.b. above.

d. Subcontractors

The provider must deliver all of the primary care services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the Department and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location

The services listed above must be provided at the following facilities:

Neighborhood Health Services Inc
438 W. Brevard Street
Tallahassee, FL 32310

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times

438 West Brevard Street

Monday and Tuesday	8:00 a.m. to 5:00 p.m.
Wednesday Thursday	8:00 a.m. to 8:00 p.m.
Friday	8:00 a.m. to 5:00 p.m.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the Human Services Analyst. Permanent changes (exceeding two weeks) require a contract amendment.

c. Changes in Location

The Human Services Analyst must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment

The provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Units

Service units are defined as primary care service visits, provided during the contract period. Services are limited by the financial terms of this contract as stated in the Financial & Compliance Audit Attachment, part II.A of the Standard Contract, and part C.1, Attachment I.

b. Reports

(1) Service Reporting

Provider must submit a monthly report (Exhibit B) of patient services provided noting the patient's name, a unique patient identifier, and the date of service. Provider must submit aggregate number of clients and services provided on the Monthly Progress Report, (Exhibit C) monthly. These reports must be submitted with the monthly invoices on or before the 15th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Invoice, (Exhibit D) to the Human Services Analyst on or before the 15th day of the following month.

(3) Client Satisfaction Surveys

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey, such as the example shown in Exhibit E, quarterly. The completed forms, including a summary document, must be forwarded to the contract manager, within 45 days from the date the survey was done. Provider may elect to conduct more frequent client satisfaction surveys, in which case, copy must be provided to the contract manager as above.

(4) Quality Assurance Review

The Provider must maintain an ongoing, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced in Chapter 64F-10.009, Florida Administrative Code. The Provider must hold at least one QA Committee meeting during the term of this contract. Copies of the QA Committee minutes must be sent to the contract manager within 30 days of the date of the meeting. Provider may elect to conduct more frequent QA Committee meeting, in which case, copies of the minutes must be provided to the contract manager as above.

c. Records and Documentation

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications

a. Standards Definitions

The Provider must provide 2800 adult primary care service visits.

The Provider must achieve a satisfactory or better rating on 85 % of client satisfaction surveys.

b. Outcomes and Outputs

The benefits that will result from this contract are that the clients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

c. Monitoring and Evaluation Methodology

In addition to Section I.E of the Standard Contract:

(1) The provider will be monitored a minimum of once per year. Monitoring will be accomplished through a review of the case files, quality assurance reviews and client satisfaction surveys, to verify that the information in reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.

(2) Provider will receive a written report of the monitoring visit within 45 working days of the visit.

(3) If a corrective action plan is indicated, the provider must submit to the department, in writing, plans to correct the deficiencies within 30 days of receiving the department's written monitoring report. The Department may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities

(1) The provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the provider is unable, or is going to be unable to provide the required quality or quantity of services.

(2) Department of Children and Families shelter and foster care children: Department of Children and Families shelter and foster care children must be assured access to care by the Provider. This includes the following minimum provisions:

(a) Conduct an initial health care assessment on an emergency basis at the request of the assigned Department of Children and Families (DCF) Caseworker or Public Health Nurse. This assessment is to be in the form of an EPSDT child screening billed to Medicaid. A separate medical record called a Medical Passport or Child's Resource Record has been established, by DCF, and will be utilized as noted in the following paragraph D (where applicable).

(b) Provide ongoing health care assessment, supervision and case management for as long as the child remains in shelter or foster care in Leon County.

(c) Provide referral to emergency medical care for assessment or treatment. This may take the form of on-call personnel, backup health care providers, emergency phone number or other solutions appropriate to the local situation.

(d) Assure that the medical diagnosis, immunizations, services provided, allergies, medications and current ongoing treatment concerning the child are documented in the Medical Passport or the Child's Resource Record. This record is to be kept with the child's caregiver and updated at each health care visit. Copies of the Medical Passport will be provided to the child's foster/shelter parents, DCF caseworker or public health nurse, upon request.

b. Coordination with other Providers and Entities

The provider must coordinate services with other providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other providers to render services to the eligible client does not alleviate the contract provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities

a. Department Obligations

The Health and Human Services Department has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

b. Department Determinations

The Health and Human Services Department shall have the final authority as to the amount of funds available for this contract.

C. Method of Payment

1. This is a fixed price unit cost contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in Section II.A, of the Standard Contract, subject to the availability of funds. Payment shall be made on a rate of up to $125 per primary care service visit divided between adult and child services and limited as specified in Section B.5.a, of Attachment I.

2. Payment shall be made in monthly amounts upon receipt by the contract manager of an invoice (Exhibit D) that states the number of eligible clients who were provided a primary care service visit during the month. Clients must be distinguished as either children or adults.

3. Invoices for payment must be submitted to the contract manager by the 15th of the month following the month for which payment is requested. No payment will be made for any month unless the department has received the required client and service information for that month as specified above.

4. Since services for Medicaid clients are reimbursed by Medicaid, the provider will not be paid for any service provided to a Medicaid eligible client. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.

D. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about

patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The provider must notify the Leon County Health Department each time a grievance is filed. All written complaints must be considered grievances.

2. The Patient Bill of Rights (Exhibit F) must be posted at all clinic sites.

3. Contract Renewal

This contract may be renewed annually for a term not to exceed three years or for the term of the original contract, whichever is longer. Renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewals shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

END OF TEXT

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

This attachment is applicable if the provider is any state or local government entity, nonprofit organization or for profit organization. An audit performed by Leon County shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by the attachment. The administration of funds awarded by Leon County to the provider may be subject to audits and monitoring by the department as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department H staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Leon County, Fl.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends $500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider 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 by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the provider expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. 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 agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement 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 the provider's fiscal year end.

PART II: COUNTY FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider 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; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider 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, the provider 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 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than $500,000 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 the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. 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 agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement 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 12 months after the provider'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 the provider'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 agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly : Leon County, Health and Human Service Division, Primary Healthcare Program and to each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

A. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised and required by Part I of this attachment (in correspondence accompanying the audit report, indicated the date that the provider received the audit report) copies of the reporting package described in Section .320 (c) OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the department at each of the following addresses:

Division of Health and Human Services
Primary Healthcare Program
Contract Administration
918 Railroad Avenue
Tallahassee, Florida 32310

The contract manager for this contract is listed in the Standard Contraction

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

Leon County
Department of Finance
315 S. Calhoun St. Room #450
Tallahassee, FL 32302

4. Any reports, management letter, or other information required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the provider's fiscal year end (or as otherwise allowed by Florida Statues) for Local Government Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the provider's fiscal year end (or as otherwise allowed by Florida Statues) Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statues as applicable.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the contract and shall allow the Department or its designee access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request. The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.

End of Text

EXHIBIT – 1

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

Federal Program 1_____ CFDA# _____ Title_____ $ NA

Federal Program 2 _____ CFDA# _____ Title_____ $ NA

TOTAL FEDERAL AWARDS $ NA

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:**

Matching resources for federal program(s) _____ CFDA#_____ Title_____ $ NA

State financial assistance subject to Sec. 215.97, F.S.: CSFA#_____ Title_____ $ NA

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. $ NA

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the *audit requirements of* OMB *Circular* A-133, as revised, and/or Section 215.97, Fla. Stat. Providers 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 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers 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.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

__X__Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

_____Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a *recipient/subrecipient* of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state *financial assistance*] and *Section* _ .400 *OMB Circular* A-133 [*federal awards*].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards 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:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

*OMB Circular A-122 – Cost Principles**
OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

OMB Circular A-21 – Cost Principles*
OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
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 OMB Circular A-133 Compliance Supplement, Appendix 1.

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

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at http://www.doh.state.fl.us/ by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

END OF TEXT

INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2

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

NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.

Federal Program (*List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award).*

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

Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:

Federal Program 1:

NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).*

Federal Program 2:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.
##

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

Matching Resources for Federal Programs:

Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (*List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount)*

State Financial Assistance Subject to Section 215.97, Florida Statutes:

Note: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total State financial assistance awarded that is subject to Section 215.97, Florida Statutes..

State Project (*List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance).*

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

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: *Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the receipient/subrecipient.*

##

AUDIT RELATIONSHIP DETERMINATION:

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist For Non-State Organizations – Recipient/Subrecipient Vs. Vender Determination to determine whether the provider is a recipient or vendor/exempt entity.

NOTE: *If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.*

Exhibit 3

1. County Funds to the provider pursuant to this contract consist of the following:

Total County Funds	$416,740

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____
(Name of Applicant)
SSN _____ and the following member(s) of his or her family may

receive primary care medical services from Neighborhood Health Services for the period

_____ through _____.

Eligible Family Members

1. _____ SSN _____

2. _____ SSN _____

3. _____ SSN _____

4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify Neighborhood Health Services Inc when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. *This does not prevent me from re-enrolling as an active client in the future.*

_____ _____
Applicant's Signature Date

_____ _____
Witness' Signature Date

Exhibit B

Attachment # 2
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Patient Service List

Patient's Name	Identifier	Date of Service
1.		
2.		
3.		
4.		
5.		
6.		
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Attachment # 2
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Leon County
PRIMARY CARE MONTHLY REPORT

Provider Name _____

Reporting Month _____

Number of patients receiving services through the Leon County Health Department for this reporting period:

Adults _____ Children (0-17 yrs) _____ Total _____

Number of patients receiving services through the Leon County Primary Care Program for this *reporting period*:

Adults _____ Children (0-17 yrs) _____ Total Per Patient Visits _____

Types of Services Provided (indicate # of encounters)

	Adult	Child		Adult	Child		Adult	Child
Case Mgt.			Pharmacy			Dental		
Adult Clinical			Lab			Optometry		
Child Clinical			Chronic Disease Management			Community Outreach		
Immunizations			Episodic Care			Transportation		
EPSDT			Tertiary Care			Social Services		
Acute Care			Specialty Care			Other (list below)		
Family Planning			Hospital Inpatient					
Maternity			Prevention/Welln					
STD			Radiology					

Selected Diagnoses and Services Rendered

Diagnostic Category	Applicable ICD-9-CM Code or CPT-4 Code	Numbers of Encounters by Diagnosis	Number of Users with Diagnosis
Tuberculosis	010.xx - 018.xx		
Venereal Diseases	090.xx - 099.xx		
Asthma	493.xx		
Chronic bronchitis and emphysema	490.xx - 492.xx 496.xx		
Abnormal Breast Findings - Female	174.xx; 198.81; 233.0x; 793.8		
Abnormal cervical Findings	180.xx; 198.82; 233.1 795.0x		
Diabetes mellitus	250.xx; 775.1x 790.2		
Heart Disease (Selected)	391.xx - 392.0x 410.xx - 429.xx		
Hypertension	401.xx – 405.xx		

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Contact dermatitis & other eczema	692.xx		
Dehydration	276.5		
Exposure to heat or cold	991.xx – 992.xx		
Diagnostic Category	**Applicable ICD-9-CM Or CPT $4Code**	**Numbers of Encounters by Diagnosis**	**Number of Users with Diagnosis**
Ottis media and Eustachian tube disorders	381.xx – 382.xx		
Selected Perinatal conditions	770.xx; 771.xx; 773.xx; 774.xx – 779.xx (exclude 779.3)		
Lack of expected normal physiological develoment	260.xx – 269.xx 779.3x 783.3x – 783.4x		
Alcohol related disorders	291.xx; 303.xx; 305.0x; 357.5x		
Other substance related disorders	292.1x – 292.8x; 304.xx; 305.9x; 357.6x; 648.3x		
Other mental disorders, excluding drug or alcohol dependence; include mental retardation	290.xx 293.xx – 302.xx; (exclude 300.0x) 300.21; 300.22; 300.23; 300.29; 300.3 306.xx – 319.xx (exclude 308.3; 309.81; 312.8x; 312.9x; 313.81; 314.xx		
Mammogram	76090 – 76092 ICD -9: V76.1		
Pap Smear	88141 -88155 88164 – 88167 ICD-9: v72.3; v76.2		
Selected Immunizations	90633-90634 90645 – 90648 90657–90660; 90669, 90700 -90702; 09704–90716; 90718 90720 – 90723 90743-90744; 90748		
Contraceptive Management	ICD-9: V25.xx		
Health Supervision of Infant or Child 0-11	99392-99393 99381-99383 99341-99433 ICD-9: V20.xx; V29xx		

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LEON COUNTY

Under the terms of the Leon County Primary Healthcare contract this is a request for payment for services rendered by Neighborhood Health Services Inc during the period from _____ through _____ .

_____ children seen @ per visit $_____

_____ adults seen @ per visit $_____

Amount billed $_____

Less third party payments $_____

Total Payment Request $_____

YEAR TO DATE SUMMARY

Contract Amount $_____

Less:

Prior Payments $_____

This Payment Request $_____

Contract Amount Remaining $_____

Provider Representative _____ Date _____

Approved for payment by:

Leon County Contract Manager _____ Date _____

Date Goods/Services Received _____ Initials _____

Date Goods Inspected/Approved _____ Initials _____

Approved for Payment _____ Date _____

Org Code: 64 37 37 71 229 (children) $_____

Org Code: 64 37 37 71 237 (adults) $_____

EO: PC Object Code: 251041 Category: 050331

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CLIENT SATISFACTION SURVEY

Please help us improve our services by filling out this survey. Feel free to use the back of this page for additional comments.
Arrival time _____ Appointment time _____ Departure time _____

1. I came to this clinic for care because (check each one that applies):

_____ My primary physician is here
_____ I have no other doctor or health care provider
_____ I was referred by another doctor, hospital, or clinic
_____ It is convenient
_____ It was easy to get an appointment
_____ It is affordable
_____ I needed the type of care that this doctor provides

2. I am here today for:

_____ A physical or check-up (I am not sick)
_____ Treatment of an illness or condition
_____ Follow-up visit from an earlier illness or condition

3. How long did you have to wait before the doctor saw you?

_____ Less the 10 minutes _____ 10 to 20 minutes
_____ 20 to 30 minutes _____ More that 30 minutes

4. Was the staff pleasant to you on the telephone?

_____ Yes _____ No

5. Is the cost of the clinic visit reasonable?

_____ Yes _____ No

6. Did the care you received help you with your problem?

_____ Yes _____ No If no, please let us know why:

7. How satisfied are you with the information you received from the clinic staff about your condition?

_____ Very Satisfied _____ Satisfied
_____ Not Satisfied _____ No opinion

8. Are the clinic hours convenient for you? ___ Yes ___No

9. How satisfied are you with the information you received from the clinic staff about your condition?

_____ Very Satisfied _____ Satisfied
_____ Not Satisfied _____ No opinion

10. Overall, how satisfied are you with your visit today?

_____ Very Satisfied _____ Satisfied
_____ Not Satisfied _____ No opinion

11. Would you return to this clinic? ___ Yes ___ No

12. Would you recommend our services to your family or friends? ___ Yes ___ No

13. Who referred you to this clinic?

14. Please put any additional comment of the back of this survey. THANKS

SUMMARY OF THE FLORIDA PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

Florida law require that your health care provider or health care facility recognize your rights while you are receiving medical care, and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his/her dignity, and with protection of his/her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his/her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he/she does not speak English.
- A patient has the right to know what rules and regulations apply to his/her conduct.
- A patient has the right to be given by his/her health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his/her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonable clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, physical handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his/her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his/her rights, as stated in Florida law, through the grievance procedure of the health plan, the health care provider or health care facility which served him/her and to the appropriate state licensing agency.
- A patient is responsible for providing to his/her health care provider, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his/her health.
- A patient is responsible for reporting unexpected changes in his/her condition to his/her health care provider.
- A patient is responsible for reporting to his/her health care provider whether he/she comprehends a contemplated course of action and what is expected of him/her.