

LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS

LEON COUNTY PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and **Apalachee Center, 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.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the County 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 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 not to exceed a total of **\$157,671**, 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. The Provider agrees prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

III. The Provider and the County Mutually Agree

A. Effective and Ending Dates

This contract shall begin on October 1, 2014, and shall end on September 30, 2015.

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:
Apalachee Center, Inc.
2634 Capital Circle NE
Tallahassee, Florida 32308
2. The name of the contact person and street address where financial and administrative records are maintained is:
Jay Reeve, PhD., President and CEO
Apalachee Center, Inc.
2634 Capital Circle NE
Tallahassee, Florida 32308

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:
Jay Reeve, PhD., President and CEO
2634 Capital Circle NE
Tallahassee, FL 32308 (850) 523-3213

3. The name, address, and telephone number of the contract manager for the County for this contract is:
Rosemary Evans, Healthcare Services Coordinator
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310

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, & A 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: **Apalachee Center, Inc.**
2634 Capital Circle NE
Tallahassee, FL 32308
Federal EID# _____

ATTEST:

APALACHEE CENTER, INC.

BY: _____
Virginia Kelly
Chief Financial Officer

BY: _____
Jay Reeve, PhD, President
Chief Executive Officer

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:

Bob Inzer, Clerk of the Circuit Court
and Comptroller
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. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e., treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- b. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this contract.
- c. Service Unit (Patient Visit). Mental Health 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) This project will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services that include basic diagnostic procedures and drug or other therapeutic modalities (i.e., treatment plans) ordered or provided by the practitioner in the course of treating the patient.
- (2) Case managers will help eligible patients access any third party payer for which they might be eligible, such as Medicaid. Case managers will also help the patients access various available and needed services such as food, housing, and transportation.
- (3) The provider will also provide billable services at Apalachee Center, Inc. that meet the needs and requirements of the eligible patients.
- (4) The provider will refer those eligible patients, who do not already have a medical home, to Bond Community Health Center or Neighborhood Health Services for primary care services.

(5) Applicable federal, state, and local laws, regulations, administrative rules, policies, and procedures must be followed.

b. Authority.

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 the Leon County Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of mental health services and access to third party payers such as Medicaid.

3. Clients Served.

a. General Description.

A Mental Health Project client includes any person who is eligible to be a patient of Bond Community Health Center, Neighborhood Medical Center, Apalachee Center, or the Leon County Health Department; and needs mental health services; and is indigent; 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 mental health clients.

(2) Clients eligible under this contract are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures.

(3) 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.

- (4) 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.
- (5) 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 Primary Healthcare Program. Eligibility, as defined in A.3., must be re-determined at least annually. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income status changes.

B. Manner of Service Provision.

1. Service Tasks.

a. Task List.

- (1) ARNPs/Psychiatrists will
 - (a) provide mental health assessments
 - (b) assist with Patient Assistance Program application for medications
 - (c) provide crisis intervention
 - (d) evaluate mental status
 - (e) evaluate medication needs
 - (f) maintain medication and physical history
 - (g) complete and maintain a treatment plan
 - (h) perform other related duties as needed
- (2) Social Workers/Case managers will
 - (a) assist clients to obtain Medicaid and/or Medicaid disability benefits
 - (b) evaluate services needed
 - (c) complete psychosocial history
 - (d) provide referrals to community resources
 - (e) assist with SSI application as needed

- (f) provide crisis intervention
- (g) complete a treatment plan
- (h) perform other related duties as needed

b. Task Limits.

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

2. Staffing Requirements.

a. Staffing Levels.

The Provider will provide ARNPs and/or psychiatrists and case managers with mental health experience to provide the agreed upon services. Psychiatrists will be used as a patient's needs indicate.

b. Professional Qualifications.

- (1) The Provider will maintain a personnel file for all staff provided under this contract.
- (2) ARNPs and psychiatrists must have a current license or certification to practice in the State of Florida, as required by law or rule.
- (3) Case managers will hold a bachelor's degree and have at least one year of experience providing mental health services.
- (4) The health care professionals must practice according to the constraints of their individual practice acts and protocols.
- (5) 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.

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.

3. Service Location and Equipment.

a. Service Delivery Location.

The services listed above will be provided at the following facility:

Apalachee Center, Inc.
2634 Capital Circle N.E.
Tallahassee, FL 32308

Renaissance Community Center
457 Virginia Street
Tallahassee, Florida 32301

b. Service Times.

The provider staff will work up to a 40 hour week (M-F, 8-5). After-regular-hours services may be scheduled based upon a specific need.

4. Deliverables.

a. Service Units.

Service units are defined as mental health visits, provided during the contract period. Multiple units may not be billed for any patient for the same date of service. 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 aggregate number of clients and services provided on the Monthly Report and Patient Service List monthly. These reports must be submitted with the monthly invoices on or before the 30th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Invoice to the Healthcare Services Coordinator on or before the 30th day of the following month. The Provider is required prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

(3) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(4) Client Satisfaction Surveys All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute/administer Client

Satisfaction Surveys regularly during the term of the contract. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit(s).

(5) Quarterly Progress Reports

The provider must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals.

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, social security number, 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 the personnel sufficient to provide the patient services as described in this contract.

The Provider must provide 1971 mental health service visits.

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

b. Outcomes and Outputs.

The benefits that will result from this contract are that the clients will have mental health care and case management of their mental health needs. As a result there will be an improved health status and better quality of life for those 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. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient 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 business 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 calendar 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. 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.

- 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.

Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

- b. Department Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the

final authority as to the amount of funds available for this contract.

C. Method of Payment.

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 according to the service units listed in A.1.c.

1. Payment shall be made on a rate of up to \$80 per mental health visit and limited as specified in Section II A and Section B.5.a, of Attachment I.
2. Payment shall be made monthly upon receipt by the contract manager of an invoice that states the number of eligible clients who were provided a mental health 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 30th of the month following the month for which payment is requested. No payment will be made for any month unless all client data including but not limited to required fields in the County's web based reporting system and all client eligibility documentation as specified in Attachment I, Section 3b., has been entered into the web based reporting system and the department has received the required Monthly Report and Monthly Patient Service List.

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 10 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 Healthcare Services Coordinator each time a grievance is filed. All written complaints must be considered grievances.
2. In accordance with Florida Statue 381.026, the ***Florida Patient's Bill of Rights and Responsibilities*** must be observed and posted at each health care facility and treatment site.
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 Services Division, Primary Healthcare Program and to each of the following:

- A. 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

- B. 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:

Leon County Office of
Human Services and Community Partnerships
Primary Healthcare Program
918 Railroad Avenue
Tallahassee, Florida 32310

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

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 Statutes) 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 Statutes) Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes 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:

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

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.

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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 RESOURCES 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 recipient/subrecipient.

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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. Vendor 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.

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____
(Name of Applicant)
SSN _____ and the following member(s) of his or her family may
receive mental health services from **Apalachee Center, Inc.** 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 personnel for my family and me. I will notify **Apalachee Center, 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