



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

April 14, 2016

Daisy Rodriguez  
Pinellas County Board of County Commissioners  
Human Services Dept.  
440 Court Street, 2nd Floor  
Clear Water, FL 33756

Dear Ms. Rodriguez;

Enclosed is an executed copy of AHCA Agreement No. GFA049, Community Primary Care Services, for your records. Should you have any questions, please contact the Agency Grant Manager, Cruz Conrad, at (850) 412-3743.

Sincerely,

*Emilly Leffler*

Emilly Leffler  
Administrative Assistant  
Procurement Office

Enclosures

cc: Cruz Conrad, AHCA Contract Manager, MS# 16



**STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION  
GRANT AGREEMENT**

**THIS AGREEMENT** is entered into between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as the "**Agency**," whose address is 2727 Mahan Drive, Tallahassee, Florida 32308, and **PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "**Recipient**," whose address is c/o Office of Management and Budget, 14 S. Ft. Harrison Avenue, 5<sup>th</sup> Floor, Clearwater, FL 33756, a County Government Entity, to provide Community Primary Care Services.

**I. THE RECIPIENT HEREBY AGREES:**

**A. General Provisions**

1. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Agreement. The Recipient shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement.
2. To perform as an independent Recipient and not as an agent, representative or employee of the Agency.
3. To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services provided under the terms of this Agreement.

**B. Federal/State Laws and Regulations**

1. If this Agreement contains Federal Funds, the Recipient shall comply with the provisions of Federal law and regulations including, but not limited to Chapter 2 of the Code of Federal Regulations and any other final or interim rules, and other applicable regulations.
2. No Federal Funds received in connection with this Agreement may be used by the Recipient, or agent acting for the Recipient, or sub recipient to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of **\$100,000.00**, the Recipient must, prior to Agreement execution, complete the Certification Regarding Lobbying form, **Attachment E**. If a Disclosure of Lobbying Activities form is required, it may be obtained from the Grant Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Grant Manager, prior to payment under this Agreement.
3. Pursuant to 2 CFR, Part 376, the Recipient must, upon Agreement execution, complete the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Agreements/Subcontracts, **Attachment D**.
4. If this Agreement contains State assistance, the Recipient shall comply with the provisions set forth in Section 215.971, Florida Statutes. To provide quantifiable units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment A**, Scope of Services, to be received and accepted by the Grant Manager prior to payment.

5. The Recipient shall comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.
6. The Recipient shall submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes. The Agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
7. The Recipient shall comply with all applicable Federal and State laws and regulations.

**C. Patents, Royalties, Copyrights, Right To Data and Sponsorship Statement**

1. The Recipient, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the successful applicant. The Recipient has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Recipient or is based solely and exclusively upon the Agency's alteration of the article.
2. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Recipient full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the successful applicant may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the successful applicant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
3. If the Recipient brings to the performance of the resulting Agreement a pre-existing patent, patent-pending and/or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Agreement provides otherwise.
4. If the Recipient uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Agreement, the Recipient shall disclose, in writing, all intellectual properties relevant to the performance of this Agreement which the Recipient knows, or should know, could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Agreement as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of

Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Recipient in such a manner as to preserve and protect the legal rights of the Agency.

6. Recipients must seek prior approval from the Agency before distributing any form of advertisement/sponsorship materials regarding this agreement to the public. The recipient shall submit for review and approval to the Agency any written materials, including web-based materials and web site content, through funds from this grant at least ten (10) days, prior to the targeted dissemination date.
7. Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including parties to this Agreement shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
8. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Recipient.
9. Pursuant to Section 286.25, Florida Statutes, all non-governmental Recipients must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the Recipient shall include the statement: **"Sponsored by the Pinellas County Board of County Commissioners and the State of Florida, Agency for Health Care Administration."** If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.
10. All rights and title to works for hire under this Agreement, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Agreement.
11. The computer programs, materials and other information furnished by the Agency to the Recipient hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Recipient. The services and products listed in this Agreement shall become the property of the Agency upon the successful applicant's performance and delivery thereof. The Recipient hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Recipient hereunder, together with the products delivered and services performed by the Recipient hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Florida Statutes, and

that the Recipient shall not disclose, publish or use same for any purpose other than the purposes provided in this Agreement; however, upon the Recipient first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Recipient prior to its receipt from the Agency; (2) became known to the Recipient from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Recipient shall be free to use and disclose same without restriction. Upon completion of the Recipient's performance or otherwise cancellation or termination of this Agreement, the Recipient shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Recipient's possession.

12. The Recipient warrants that all materials produced hereunder will be of original development by the Recipient and will be specifically developed for the fulfillment of this Agreement and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Recipient shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
13. The terms and conditions specified in this section shall also apply to any sub-agreement made under this Agreement. The Recipient shall be responsible for informing the sub recipient of the provisions of this section and obtaining disclosures.

#### **D. Equipment & Vehicles**

1. Reimbursement for the purchase of any vehicles and/or equipment is subject to specific approval from the Agency. The Agency is not responsible for reimbursement of any equipment and/or vehicle purchases made without prior approval of the Agency under the terms and conditions of this Agreement and **Exhibit 1, Budget**.
2. The recipient in writing shall affirm its commitment to using any equipment and/or vehicle purchased through grant funds solely for the purposes of the grant and in accordance with its scope of work throughout the duration of this Agreement.
3. Vehicle and/or equipment purchases made for the purposes of this Agreement remain the property of the Agency. As such, the Recipient is responsible for the following:
  - a. Completing and submitting **Exhibit 5, Equipment/Vehicle Attestation**, is required during the lifespan of the vehicle and/or equipment. The due date for this form must match the invoice schedule of this Agreement, see **Attachment A, Scope of Services**. After this Agreement expires the form will be submitted on a yearly basis due on or before **July 31<sup>st</sup>**, of each calendar year for ten (10) years from purchase.
  - b. Implementation of adequate maintenance procedures to keep the vehicle and/or equipment in good operating condition. Unless otherwise specified, standard maintenance schedules and procedures provided by the manufacturer(s) are to be followed.
  - c. The Recipient is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of the vehicle and/or equipment

purchase with State funds and held in the Recipient's possession for use in the Agreement with the Agency.

4. Upon satisfactory completion of this Agreement, the Recipient may choose to retain the vehicle and/or equipment only after written attestation that its continued use is in accordance with the purposes of the grant. Vehicles and/or equipment are subject to monitoring and yearly review by the Agency throughout its depreciative life valued at ten (10) years.
5. The Recipient must purchase the vehicle and/or equipment for any purposes outside of the scope of the agreement. Vehicles may be purchased by the Recipient for its fair market value as of the date of the title transfer.

#### **E. Audits and Records**

1. To maintain books, records, and documents (including electronic storage media) pertinent to performance under this Agreement in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this Agreement.
2. In addition to the requirements of the preceding paragraph, the Recipient shall comply with the applicable provisions contained in **Attachment B**, Special Audit Requirements, attached hereto and incorporated herein by reference.
3. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
4. To maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment A**, Scope of Services, and other reports as the Agency may require within the period of this Agreement. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
5. To comply with public record laws as outlined in Section 119.0701, Florida Statutes.
6. To provide a financial and compliance audit to the Agency as specified in **Attachment B**, Special Audit Requirements and to ensure that all related party transactions are disclosed to the Agency Grant Manager.
7. To include these aforementioned audit and record keeping requirements in all approved sub-agreements and assignments.

#### **F. Retention of Records**

1. To retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Agreement for a period of six (6) years after termination of this Agreement, 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.
2. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

3. In accordance with Section 20.055, Florida Statutes, the Recipient and shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.

#### **G. Public Records Requests**

In addition to the requirements of Section 287.058, Florida Statutes and other agreement requirements provided by law, the Recipient shall comply with Section 119.0701, Florida Statutes, if applicable, as follows:

- a. The Recipient shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Agreement;
- b. The Recipient shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in s. 119.0701, F.S., or as otherwise provided by law;
- c. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d. The Recipient shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Recipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency; and
- e. If the Recipient does not comply with a public records request, the Agency shall enforce the Agreement provisions in accordance with this Agreement.

#### **H. Background Screening**

1. The Recipient shall ensure that all Recipient employees including managing employees that have direct access to Medicaid recipient or provider personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, Florida Statutes (F.S.) completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Recipient employee or managing employee was employed prior to the execution of the resulting Agreement, the Recipient shall ensure that the County, State, and Federal criminal background screening comparable to a level 2

background screening is completed with results prior to the employee accessing Medicaid recipient or provider PII, PHI, or financial information.

4. Any Recipient employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 USC 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under the resulting Agreement by the Recipient unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to personally identifiable information, protected health information, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. The Recipient shall ensure that all Recipient employees including managing employees that have direct access to Medicaid recipient or provider PII or PHI have a county, state, and federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
7. The Recipient shall develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of Agreement execution. The Recipient's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. The Recipient shall keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the Recipient to liquidated damages as described in Table 2, Performance Standards and Liquidated Damages.

#### **I. Reporting of Violations**

Any determination by the Recipient that any aspect of health care practice by any provider that might have short-term or long-term detrimental consequences to the health of the recipients shall be reported in writing to the Agency within twenty-four (24) hours of identification. The Recipient shall also immediately report:

- a. All instances of suspected physical or mental abuse of either adults or children, to the Agency Grant Manager and to the DCF hotline; and
- b. All instances of suspected provider and/or recipient fraud to the Agency Grant Manager and Medicaid Program Integrity Unit at 1-866-966-7226 or: [https://apps.ahca.myflorida.com/InspectorGeneral/fraud\\_complaintform.aspx](https://apps.ahca.myflorida.com/InspectorGeneral/fraud_complaintform.aspx).



**J. Monitoring**

1. To provide reports as specified in **Attachment A, Scope of Services**. These reports will be used for monitoring progress or performance of the Agreement as specified in **Attachment A, Scope of Services**.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement.

**K. Indemnification**

The Recipient shall save and hold harmless and indemnify the State of Florida and the Agency against any and all liability, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from any act, or failure to act, by the Recipient, its sub-recipient, or any of the employees, agents or representatives of the Recipient or sub-recipient.

**L. Insurance**

1. To the extent required by law, the Recipient shall be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all its employees connected with the work of this project and, in case any work of this Agreement is subcontracted, the Recipient shall require the sub-recipient similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Agreement are covered by the Recipient's self insurance program. Such self insurance or insurance coverage shall comply with the Florida Workers' Compensation law. In the event hazardous work is being performed by the Recipient under this Agreement and any class of employees performing the hazardous work is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each sub-recipient to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.
2. The Recipient shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Recipient or anyone directly employed by it. Such insurance shall include the State of Florida as an Additional Named Insured for the entire length of the Agreement and hold the State of Florida harmless from subrogation. The Recipient shall set the limits of liability necessary to provide reasonable financial protections to the Recipient and the State of Florida under this Agreement.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Recipient's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Recipient shall provide thirty (30) calendar days written notice of cancellation to the Agency's Grant Manager.

**M. Assignments and Subcontracts**

To neither assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the Agency shall deem necessary.

**N. Return of Funds**

To return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the Recipient by the Agency. The Recipient shall return any overpayment to the Agency within forty (40) calendar days after either discovery by the Recipient, its independent auditor, or notification by the Agency, of the overpayment.

**O. Purchasing**

**1. P.R.I.D.E.**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and, for purposes of this Agreement, the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
12425 28th Street North, Suite 300  
St. Petersburg, FL 33716  
E-Mail: [info@pride-enterprises.org](mailto:info@pride-enterprises.org)  
(727) 556-3300  
Toll Free: 1-800-643-8459  
Fax: (727) 570-3366

**2. RESPECT of Florida**

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and, for purposes of this Agreement, the person, firm, or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for this Agency insofar as dealings with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946  
(850) 487-1471  
Website: [www.respectofflorida.org](http://www.respectofflorida.org)

### **3. Procurement of Products or Materials with Recycled Content**

It is expressly understood and agreed that any products which are required to carry out this Agreement shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

### **P. MyFloridaMarketPlace Recipient Registration and Transaction Fee**

1. The Recipient is exempt under Rule 60A-1.030(3)(d)(11), Florida Administrative Code, from being required to register in MyFloridaMarketPlace for this Agreement. Therefore the Recipient is exempted from paying the transaction fee per 60A-1.032(1)(i) of the Florida Administrative Code.

### **Q. Civil Rights Requirements/Recipient Assurance**

The Recipient assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Recipient agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Agreement, and that it is binding upon the Recipient, its successors, transferees, and assignees for the period during which services are provided. The Recipient further assures that all recipient, sub-recipient, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

**R. Discrimination**

An entity or affiliate who has been placed on the discriminatory recipient list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a recipient, supplier, sub-recipient, or consultant under an agreement with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory recipient list and intends to post the list on its website. Questions regarding the discriminatory recipient list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

**S. Final Invoice**

The Recipient must submit the final invoice for payment to the Agency no more than **fifteen (15)** calendar days after the Agreement ends or is terminated. If the Recipient fails to do so, all right to payment is forfeited and the Agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Recipient and necessary adjustments thereto have been approved by the Agency.

**T. Public Entity Crime**

A person or affiliate who has been placed on the convicted recipient list following a conviction for a public entity crime may not be awarded or perform work as a recipient, supplier, sub-recipient, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, for a period of thirty-six (36) months from the date of being placed on the convicted recipient list.

**U. Health Insurance Portability and Accountability Act**

To comply with the Department of Health and Human Services Privacy Regulations in the Code of Federal Regulations, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment C**, Business Associate Agreement.

**V. Confidentiality of Information**

Not to use or disclose any confidential information, including social security numbers that may be supplied under this Agreement pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Agreement for any purpose not in conformity with state and federal laws, except upon written consent of the Recipient, or his/her guardian.

**W. Employment**

To comply with Section 274A (e) of the Immigration and Nationality Act. The Agency will consider the employment by any recipient of unauthorized aliens a violation of this Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**X. Work Authorization Program**

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Recipient shall only employ individuals who may legally work in the United States (U.S.) – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Recipient shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Recipient during the term of this Agreement and shall also include a requirement in its subcontracts that the sub-recipient utilize the E-Verify system to verify the employment eligibility of all new employees hired by the sub-recipient performing work or providing services pursuant to this Agreement.

**Y. Order of Precedence**

In the event of conflicts among contract documents that are part of this Agreement, resolution shall be made as follows:

**1. Federally Funded Agreements**

Services provided and federally funded under this Agreement shall be provided in accordance with the terms of this Agreement and the Recipient's Centers for Medicare and Medicaid Services (CMS) approved application. The order of precedence shall be as follows: (a) this Agreement, including all attachments and any subsequent amendments; and (b) the Recipient's CMS approved application.

**2. State Funded Projects**

Services provided and State funded under this Agreement shall be provided in accordance with the terms of this Agreement; its associated Request for Application (RFA), including all addenda and the Recipient's response including information provided through negotiations. In the event of any conflict between any provision of this Agreement or its associated RFA, including all addenda, the order of precedence shall be as follows: (a) this Agreement, all its attachments and any subsequent amendments; (b) the associated RFA, including all addenda; and (c) the Recipient's response to the RFA including information provided through negotiations.

**II. THE AGENCY HEREBY AGREES:**

**A. Agreement Amount**

To pay for agreement services according to the conditions of **Attachment A, Scope of Services**, in an amount not to exceed **\$485,419.12**, subject to the availability of funds. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**B. Agreement Term**

This Agreement shall begin upon execution by both Parties and end on **June 30, 2016**, inclusive.

In accordance with Section 287.057(13), Florida Statutes, this Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewal of the Agreement shall be in

writing and subject to the same terms and conditions set forth in the initial agreement. A renewal Agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

**1. Agreement Term for State Appropriated Funds (if applicable)**

For Agreements approved through State Legislature and appropriated from the State's General Revenue funds the availability for Agreement renewal is contingent upon the determination of the Legislature to appropriate and approve these funds for the next fiscal year. The Agency oversees the award, administration and distribution of current funds and is not responsible for determining the amount or availability of future funds.

If funds are appropriated to the Agency for Agreement renewal, the Agency's decision whether to approve or deny renewal will be based upon performance evaluation of the program(s) of the recipient. Renewal of the Agreement shall be in writing and subject to the same terms and conditions set forth in the initial Agreement.

**C. Agreement Payment**

Section 215.422, Florida Statutes, provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Agreement or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3901, or utilize the Department of Financial Services website at [www.myfloridacfo.com/aadir/interest.htm](http://www.myfloridacfo.com/aadir/interest.htm). Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Recipient Ombudsman, whose duties include acting as an advocate for Recipients who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**III. THE RECIPIENT AND AGENCY HEREBY MUTUALLY AGREE:**

**A. Termination**

**1. Termination at Will**

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

## **2. Termination Due To Lack of Funds**

In the event funds to finance this Agreement become unavailable, the Agency may terminate the Agreement upon no less than twenty-four (24) hours' written notice to the Recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency will be the final authority as to the availability of funds. The Recipient shall be compensated for all work performed up to the time notice of termination is received.

## **3. Termination for Breach**

Unless the Recipient's breach is waived by the Agency in writing, the Agency may, by written notice to the Recipient, terminate this Agreement upon no less than twenty-four (24) hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3).

Waiver of breach of any provisions of this Agreement 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 Agreement. The provisions herein do not limit the Agency's right to remedies at law or to damages.

## **B. Grant Managers**

1. The Agency's Grant Manager's contact information is as follows:

**Cruz Conrad**  
**Agency for Health Care Administration**  
**2727 Mahan Drive, MS #16**  
**Tallahassee FL, 32308**  
**(850) 412-3743**

2. The Recipient's Grant Manager's contact information is as follows:

**Daisy Rodriguez**  
**Pinellas County Board of County Commissioners**  
**Human Services Dept.**  
**440 Court Street, 2<sup>nd</sup> Floor**  
**Clear Water, FL 33756**  
**(727) 464-4206**

3. All matters shall be directed to the Grant Managers for appropriate action or disposition. A change in Grant Manager by either Party shall be reduced to writing through an amendment or minor modification to this Agreement by the Agency.

## **C. Renegotiation or Modification**

1. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed during the term of the Agreement. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws, or regulations make changes in this Agreement necessary.

2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

**D. Name, Mailing and Street Address of Payee**

1. The name (Recipient name as shown on Page 1 of this Agreement) and mailing address of the official payee to whom the payment shall be made:

**Pinellas County Board of County Commissioners  
Human Services Dept.  
440 Court Street, 2<sup>nd</sup> Floor  
Clear Water, FL 33756**

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

**Clark Scott  
Pinellas County Board of County Commissioners  
Human Services Dept.  
440 Court Street, 2<sup>nd</sup> Floor  
Clear Water, FL 33756**

**E. All Terms and Conditions**

This Agreement and its attachments as referenced herein contain all the terms and conditions agreed upon by the Parties.

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IN WITNESS THEREOF, the Parties hereto have caused this fifty-four (54) page Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

**PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNED BY: 

NAME: Charlie Justice

TITLE: Chairman

DATE: 4-5-16

**STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**

SIGNED BY: 

NAME: Molly McKinstry

TITLE: Deputy Secretary for Health Quality Assurance

DATE: 4/13/16

FEDERAL ID NUMBER (or SS Number for an individual): 59-6000800

RECIPIENT FISCAL YEAR ENDING DATE: 9/30

List of Attachments included as part of this Agreement:

Specify Type	Letter/ Number	Description
Attachment	A	Scope of Services (29 Pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Business Associate Agreement (4 Pages)

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ATTEST: KEN BURKE, CLERK

By:   
Deputy Clerk



APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY.

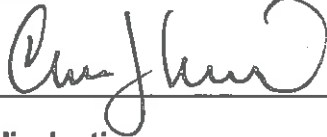
  
Attorney

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**PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**

SIGNED BY: \_\_\_\_\_



NAME: Charlie Justice

TITLE: Chairman

DATE: 4-5-16

SIGNED BY: \_\_\_\_\_

NAME: Molly McKinstry

TITLE: Deputy Secretary for Health Quality Assurance

DATE: \_\_\_\_\_

FEDERAL ID NUMBER (or SS Number for an individual): **59-600800**

RECIPIENT FISCAL YEAR ENDING DATE: **9/30**

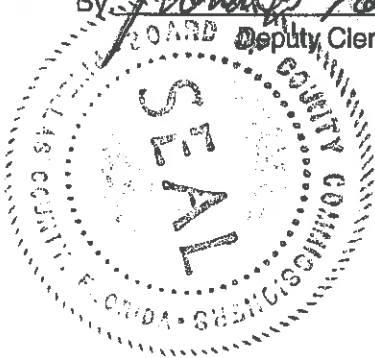
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ATTEST: KEN BURKE, CLERK

By:  Deputy Clerk



APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY



**ATTACHMENT A  
SCOPE OF SERVICES**

**A. Service(s) to be Provided**

Pursuant to Chapter 2015-232, Laws of Florida, Specific Appropriation 187A, funding is being provided in order to increase access to primary care services in the State of Florida and to reduce and prevent unnecessary emergency room visits and inpatient hospitalizations. The Recipient shall increase access to primary care services in Florida and reduce and prevent unnecessary emergency room visits and inpatient hospitalizations by improving overall health and decreasing the number of medical problems escalated to emergency status. Services under this Agreement shall be provided in a manner consistent with and described in AHCA RFA 001-15/16, Community and Primary Care Services Grant.

**B. Manner of Service(s) Provision**

1. The Recipient, a Federally Qualified Health Center in Pinellas County, Florida; shall provide coordinated behavioral health care services to clients/residents of Pinellas County, Florida, who are part of the medically underserved population. For the purpose of this grant, eligible participants include underinsured, uninsured or homeless individuals. The Health Center shall be operable at least five (5) days a week, and services provided shall be based on the needs of the client, which include, but are not limited to, substance abuse services, behavior health screenings and referrals for treatment, limited specialty care services, and counseling and health education services.

**2. Services to be Provided by the Recipient**

In order to achieve the goals of AHCA RFA 001-15/16, Community and Primary Care Services Grant, the following tasks shall be performed by the Recipient:

a. The Recipient shall provide coordinated behavioral health care services to members of the target population, as specified in the Recipient's original application and the Scope of Services.

1) The Recipient shall maintain a real property or facility for service delivery in Pinellas County, Florida, located so clients can easily access services.

a) The service delivery location(s) shall be as noted below:

a. Primary Mobile Medical Unit Locations:

Pinellas Safe Harbor Homeless Shelter  
14840 49<sup>th</sup> Street North  
Clearwater, FL 33762

Bayside Health Clinic  
14808 49<sup>th</sup> Street North  
Clearwater, FL 33762

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b. Auxiliary Mobile Medical Unit Locations:

Pinellas Hope  
5726 126<sup>th</sup> Avenue North  
Clearwater, FL 33760

St. Vincent de Paul Soup Kitchen  
1340 Pierce Street  
Clearwater, FL 33765

St. Vincent de Paul Center of Hope  
401 15<sup>th</sup> St. North  
Saint Petersburg, FL 33705

Salvation Army ARC  
5885 66<sup>th</sup> St. North  
Saint Petersburg, FL 33713

Salvation Army One Stop  
1400 4<sup>th</sup> Street South  
St. Petersburg, FL 33701

Homeless Empowerment Program (HEP)  
1051 Holt Ave.  
Clearwater, FL 33755

- 2) Services shall be provided to clients during the business hours of 8:30 a.m. to 8:00 p.m. Eastern Standard Time (EST) Monday through Thursday, 8:30 a.m. to 5:00 p.m. (EST) on Friday, and 8:30 a.m. to 12:00 p.m. (EST) on Saturday at the Pinellas Safe Harbor Homeless Shelter site, from the Execution of this Agreement through Spring 2016; 8:30 a.m. to 8:00 p.m. (EST) Monday through Thursday, 8:30 a.m. to 5:00 p.m. (EST) on Friday, and 8:30 a.m. to 12:00 p.m. (EST) on Saturday at the Bayside Health Clinic site, from Spring 2016 through June 30, 2016; with additional behavioral health services available during morning, afternoon, night and weekend hours at the remaining Mobile Medical Unit service delivery sites, in accordance with the Recipient's Monthly Mobile Medical Unit Calendar.
- 3) The Recipient will be responsible for any upkeep, security, repairs and maintenance to any established service delivery location; beyond the services provided for in **Exhibit 1, Budget**.
- 4) The Recipient is responsible for compliance with facility standards required by local fire and health authorities, federal requirements, and applicable Florida Statutes and Administrative Rules.
- 5) The Recipient shall notify the Agency Grant Manager of any anticipated changes in service delivery hours and locations for the Mobile Medical Unit prior to providing these services. An amendment must be executed to document this approved change.

- 6) The Recipient shall subcontract appropriate staffing for providing behavioral health care services to include one (1) Registered Nurse, one (1) Case Manager, one (1) Program Manager, two (2) Masters level Practitioners, one (1) Licensed Mental Health Clinician, one (1) Therapist, and one (1) Mobile Van Driver/Screenener.
  - a) Staff must maintain a clear and active Florida license, and/or certification where applicable, for the term of this Agreement; and must practice within the constraints of Florida Statutes, rules, and protocols of their respective profession.
  - b) The Recipient shall be responsible for all aspects of staff recruitment.
  - c) The Recipient shall be responsible for assuring that subcontracted providers maintain current medical liability insurance that covers the procedures being performed under this Agreement.
  - d) The Recipient shall be responsible for all aspects of staff training, including any applicable costs for continuing education, licensure, or certification fees.
  - e) Staffing changes are at the discretion of the Recipient. The Recipient will provide the Agency's Grant Manager with notification no later than ten (10) calendar days after staffing changes.
  
- 7) The Recipient will provide coordinate behavioral health care services to a minimum of twenty-five (25) eligible unduplicated clients during the first month of services, and to a minimum of fifty (50) eligible unduplicated clients per month for the remaining duration of this Agreement.
  - a) Coordinated behavioral health care services include, but are not limited to, behavioral health screenings, basic health education and counseling, and substance abuse treatment and counseling. Referrals for further services outside of the usual scope of behavioral health care services will be provided based on the needs of the patient.
  - b) The Recipient shall provide services in a manner consistent with current medical standards and practices, including referral of clients requiring specialized services outside of the usual scope of behavioral care services, to specialty providers and community partners if necessary.
  - c) The Recipient shall provide an information technology infrastructure for supporting performance of coordinate behavioral care services to include computers, software, and internet services as noted in the Recipient's original application. Patient information and appointments will be monitored utilizing an Electronic Health Record (EHR) system.
  - d) The Recipient shall maintain all client health records in accordance with Florida law and will ensure it meets all Federal regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Agency will impose upon the Recipient liquidated damages,

per incident per occurrence, depending upon the severity, if the Recipient inappropriately releases Protected Health Information.

- e) The Recipient shall not perform a change in services without the Agency's prior written approval of the changes and their costs. An amendment must be executed to document this approved change.

**C. Deliverables**

The Recipient shall submit the deliverables outlined in Table 1, Deliverable Schedule, in accordance with the timeframes outlined, in support of completion of the activities described above.

<b>TABLE 1 – DELIVERABLE SCHEDULE</b>			
<b>Deliverable</b>	<b>Deliverable Supporting Documentation</b>	<b>Due Date</b>	<b>Amount</b>
1. Program Implementation	Lease and utility documentation.	No later than the thirtieth (30th) day of the month following deliverable completion.	Reimbursement will be made only for expenses directly related to the project in accordance with the approved budget described in <b>Exhibit 1</b> , Budget and not to exceed <b>\$485,419.12</b> for the term of this Agreement.
	Signed and executed hiring contract for retention of contracted program staff, specifying the hiring date, contracted hourly rate, and the duties that will be performed.		
	Summary of Program and Training information provided to contracted staff.		
	Project timesheet in accordance with the Scope of Services, check or payroll summary for assigned staff inclusive of fringes—as identified in <b>Exhibit 1</b> , Budget, associated with training and any applicable services rendered to clients during the program implementation period.		
	Invoice and proof of payment documentation for new equipment.		
2. The Recipient shall provide coordinate behavioral health care services to a <u>minimum of twenty-five (25) eligible unduplicated clients during the first month of services, and to a minimum of fifty (50) eligible unduplicated clients per month.</u>	Program timesheets for staff and payroll summary, in accordance with the Scope of Services.	No later than the thirtieth (30th) day of each month.	
	Copy of the Monthly Mobile Medical Unit Calendar for the upcoming month—up until the month of June.		
	Summary of services completed during the previous month accompanied by patient sign-in sheets and logs (initials only) with appointment times signed-off by patient (initials only) and provider rendering the service.		
	Receipts and/or invoices for applicable program supplies, services, and equipment described in <b>Exhibit 1</b> , Budget, supporting transactions and showing payment.		
	Documentation of travel mileage expended in accordance with the Scope of Services.		

		<b>Exhibit 4, Voucher for Reimbursement of Traveling Expenses</b> log accompanied by patient sign in sheets (initials only) with appointment times signed-off by patient (initials only), provider rendering the service, and staff in charge of issuing vouchers.		
		Copy of phone usage/call logs for telephone services, identified in <b>Exhibit 1, Budget</b> .		

**D. Reporting**

**Monthly Status Report**

At a minimum, the Recipient shall provide a detailed Monthly Status Report describing their progress, barriers encountered and delays that may affect or have affected the project. The report shall include a listing of services provided for the month as well as details of services (as outlined in Section B., Manner of Service(s) Provision, Item 2., Services to be Provided by the Recipient). The Agency reserves the right to modify the Monthly Status Report requirements.

Monthly Status Reports are considered supporting documentation for the services being provided and are not considered deliverables for purpose of payment. These reports shall be true and valid and truthfully represent agreement activities. If an error is found in the status report, the Agency will allow five (5) business days for a correction to be made.

1. The Recipient will complete and submit the Monthly Status Questionnaire included as **Exhibit 2**.

**E. Monitoring**

The Agency's Grant Manager shall monitor the monthly delivery of deliverables through the review of Monthly Status Reports and details of services being provided throughout this Agreement. The Agency reserves the right to use other means of monitoring as deemed necessary by the Agency.

**F. Method of Payment**

1. This is a cost reimbursement agreement in accordance with **Exhibit 1, Budget**. The Agency will pay the Recipient in arrears on a monthly basis, for the satisfactory completion and acceptance of deliverables in accordance with the deliverable schedule specified in Section C., Deliverables, Table 1, Deliverable Schedule. Payment shall not be made to the Recipient until the required deliverables have been submitted and subsequently approved in writing by the Agency.

**2. Invoicing**

The Agency shall reimburse for allowable expenditures incurred pursuant to the terms of the Grant Funding Agreement for a total dollar amount not to exceed the awarded amount subject to the availability of funds.

Payment shall be made upon the receipt, review, and approval of deliverables and properly completed invoices. Invoices shall be received within thirty (30) calendar days

following the end of the month for which reimbursement is being requested. Invoices must be supported with appropriate documentation and reports.

The Recipient shall submit a properly completed invoice to the Agency's Grant Manager no later than the thirtieth (30th) calendar day of the month following the reporting month.

The invoice shall include at a minimum:

- a. A detailed listing of the items the Recipient is seeking reimbursement for, in accordance with **Exhibit 1**, Budget.
- b. Documentation detailing deliverables completed and/or services rendered covered by the invoice;
- c. The time period in which deliverables were completed and/or services were rendered;
- d. The Recipient's unique identifying invoice number;
- e. Invoice date;
- f. The Recipient's payment remittance address;
- g. The Agency's Grant Funding Agreement number (GFA049);
- h. The Recipient's Federal employer Identification (FEID) Number;
- i. Copies of all receipts and invoices from suppliers showing proof of purchase along with **Exhibit 3**, Reimbursement Request. Items related to this project must be clearly noted and identifiable on the receipt or invoice;
- j. As applicable, the Voucher for Reimbursement of Traveling Expenses included in **Exhibit 4**, - State Travel Guidelines For Sub-Grantees, shall be included; and
- k. Other supporting documentation as requested by the Agency.

### **3. Late Invoicing**

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) days or more after the Agency's acceptance of the deliverable(s) will not be paid.

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**G. Performance Standards and Liquidated Damages**

The Agency reserves the right to impose liquidated damages upon the Recipient for failure to comply with the performance standard requirements set forth below.

<b>TABLE 2 - Performance Standards and Liquidated Damages</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
The Recipient must submit Deliverables to the Agency, no later than the Due Date(s) specified in Section C., Deliverables, Table 1, Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date until provided to the Agency.
The Recipient shall submit hiring and staffing documentation to the Agency no later than the thirtieth (30th) of each month.	<b>\$100.00</b> per day for each calendar day beyond the due date until provided to the Agency.
When applicable, the Recipient shall submit educational material used in workshops and one-on-one sessions to the Agency no later than the thirtieth (30th) of each month.	<b>\$100.00</b> per day for each calendar day beyond the due date until provided to the Agency.
The Recipient shall submit receipts of sale or paid invoices for office supplies and equipment to the Agency no later than the thirtieth (30th) of each month.	<b>\$100.00</b> per day for each calendar day beyond the due date until provided to the Agency.
Failure to complete initial and renewal background screenings within required timeframes.	<b>\$250.00</b> per occurrence.
The Recipient shall comply with public records laws, in accordance with Section 119.07, Florida Statutes.	<b>\$5,000.00</b> for each incident in which the Recipient does not comply with a public records request.

The Agency's Grant Manager will monitor the Recipient's performance in accordance with the monitoring requirements of this Agreement and may determine the level of sanction based upon an evaluation of the severity of the deficiency. Failure by the Recipient to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Recipient to be out of compliance, and all remedies provided in this Agreement and under law, shall become available to the Agency.

If it is determined that the Recipient used grant funds to render services to patients that are not uninsured or underinsured—i.e., whose insurer does not cover these services, the Agency reserves the right to recoup funds from the Recipient.

**1. General Liquidated Damages**

- a. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Recipient has failed to meet a deadline as specified in this Agreement, not to exceed five percent (5%) per month.
- b. The Agency will impose upon the Recipient liquidated damages of five hundred dollars (**\$500.00**) to five thousand dollars (**\$5,000.00**), per incident per occurrence, depending upon the severity, if the Recipient inappropriately releases Protected

Health Information. In addition, federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act of 1996.

## **2. Corrective Action Plan (CAP)**

- a. If the Agency determines that the Recipient is out of compliance with any of the provisions of this Agreement, the Agency may require the Recipient to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Recipient to resolve deficiencies without the Agency invoking more serious remedies, up to and including Agreement termination.
- b. In the event the Agency identifies a violation of this Agreement, or other non-compliance with this Agreement, the Agency shall notify the Recipient of the occurrence in writing. The Agency shall provide the Recipient with a timeframe for corrections to be made.
- c. The Recipient shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
- d. The Recipient shall implement the CAP only after Agency approval.
- e. The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
- f. If the Recipient does not meet the standards established in the CAP within the agreed upon timeframe, the Recipient shall be in violation of the provisions of this Agreement and shall be subject to liquidated damages.
- g. Except where otherwise specified, liquidated damages of **\$100.00** per day may be imposed on the Recipient for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.
- h. The Agency may impose liquidated damages as identified above, when the Recipient has failed to meet the performance requirements of this Agreement. If the Agency finds the Recipient is in violation of the provisions of this Agreement, the Agency, at its discretion, may impose liquidated damages. Liquidated damages may be applied to all required components of this Agreement. The Agency reserves the right to determine the level of sanction based upon its evaluation of the severity of the problem, error or violation. The Agency will not accept a CAP for the Recipient's failure to meet the performance requirements listed in this paragraph.

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**H. Special Provision(s)**

**1. Monitoring by Recipient**

The Recipient shall ensure that each employee or subcontractor who performs activities related to the services associated with this Agreement, will report to the Agency areas of concern relative to the operation of any entity covered by this Agreement. To report concerns, the Recipient employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <http://apps.ahca.myflorida.com/hcfc>. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment or death shall be reported to the Agency immediately and no later than twenty-four (24) hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

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## ATTACHMENT A EXHIBIT 1 – BUDGET

### Composite Region IV Line Item Budget including Grant Request and Agency Portion

For the purpose of this Agreement the rates per hour listed in the following budget are the average reimbursement rates per hour. A payroll report (or equivalent) showing actual gross and employer paid benefits for FICA and retirement is required for each staff position, if applicable. The Agency will reimburse the Recipient according to the following budget for the actual costs paid by the Recipient.

Budget	
Expense Category	Amount
<b>A. Travel</b>	
Local Travel	
Travel	\$5,340.00
<b>Subtotal local travel</b>	<b>\$5,340.00</b>
<b>A. Subtotal Travel</b>	<b>\$5,340.00</b>
<b>B. Equipment</b>	
Laptop Computer Bundle	\$10,000.00
Cell Phone	\$1,000.00
<b>B. Subtotal Equipment (see below for details)</b>	<b>\$11,000.00</b>
<b>C. Supplies/Other Expense</b>	
Supplies	
Office Supplies	\$2,280.00
Services/Other	
Interpretive Services	\$840.00
Cellular Air Time	\$3,600.00
Transportation	\$2,000.00
<b>C. Subtotal Supplies/Other Expense (see below for details)</b>	<b>\$8,720.00</b>
<b>D. Contractual</b>	
BayCare Health System	
Mobile Van	
Mobile Van Driver/Screener	\$3,848.00
Mobile Van Usage	\$6,500.00
Travel	\$1,742.00
Licensed Mental Health Clinician	\$89,128.00
Masters Level Practitioners (2)	\$138,652.80
Program Manager	\$39,923.52
Directions for Living	
Therapist	\$58,676.80
Case Manager	\$45,635.20
Florida Department of Health	
Nurse	\$76,259.80

<b>D. Subtotal Contractual</b>	<b>\$460,359.12</b>
<b>E. Total Direct Costs</b>	
<b>E. Subtotal Direct Costs</b>	<b>\$485,419.12</b>
<b>F. GRAND TOTAL</b>	<b>\$485,419.12</b>

## Budget Narrative

### Travel

**Travel** - Travel expenses are paid in accordance with Chapter 112.061, F.S. & DOH Travel regulations. Travel expenditures will be incurred through local map travel mileage reimbursement needed for behavior health specialists to proactively meet the clients at the locations identified by the health center. 200 miles per month x \$0.445/mile x 12 months for each of the 5 FTE.

### Equipment

**Laptop Computer Bundle** – Includes purchase of computer, electronic health records software, Wi-Fi, antivirus, etc. 5 FTE x \$2,000 per unit.

**Cell Phone** – 5 FTE x \$60/month x 12 months.

### Supplies/ Other Expenses

**Office Supplies** – include pens/pencils, copy/printer paper, folders/notebooks, staples/binder and paper clips, ink, labels, etc.

**Interpretive Services** – Pinellas County health program clients often speak many languages. At times, we have a need to assist a client whose only language is one other than English. As an organization who works diligently to provide services to all clients regardless of culture, race, ethnicity, these services may be helpful to assist clients and communicate with staff. The County has a contract for services at the rate of \$50/hour for a minimum of two hours or \$1.50/min for a minimum of 30 minutes by phone.

**Cellular Air Time** – Cell phones are distributed to staff personnel who are assigned to the grant program. Each contracted organization has a cell phone/personal use policy in place. As a publicly funded program, phone records related to use of this equipment are subject to public records laws.

**Transportation** – Transportation funds have been designated to reduce barriers for clients reaching the services needed. Bus passes are distributed according to Pinellas County Health Program Policy. Long term transportation needs are processed through the Pinellas County Suncoast Transportation Authority's Transportation Disadvantaged Program. Bus passes are distributed to clients in need of transportation to/from medical visits. In order to receive a bus pass, individuals must be health program clients. All Health Care for the Homeless patients/clients are eligible grant patients.

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## Contractuals

### **Behavior Health Staff**

#### **BayCare Health System**

**Licensed Mental Health Clinician** – The Licensed Clinician provides solution focused behavioral health treatment through the use of individual, group and family counseling. The Clinician provides clinical impression and assessment, and performs crisis support and services as needed. The Clinician functions as Licensed Practitioner of the Healing Arts as applicable, and oversees clinical staff as assigned. This position request is for 2,080 hours with a contracted hourly rate of \$42.85/hour.

**Masters Level Practitioner** – The Master's Level Practitioner provides specialized services in a variety of settings. Responsibilities include outreach, screening and assessment, case management, intervention, counseling, and crisis response. On-call crisis intervention and transport of clients may be required as applicable for specialized programs. The Master's Level Practitioner is supervised by an LPHA. This position request is for 2,080 hours with a contracted hourly rate of \$33.33/hour.

**Program Manager** – Oversees the provision of services, conducts In-Service and community presentations, responds to program service related emergencies and provides crisis intervention, develops policies and procedures for assigned programs in accordance with all relevant regulations, ensures team members transporting individuals served meet driving criteria, ensures assigned program service areas are in compliance with established Infection Control Policy and Procedures and submits documentation, participates in addressing areas that do not meet standard, provides timely and documented corrective action as needed for compliance and patient experience, volunteers to serve on at least two task forces with impact service delivery, monitors medical records of individuals assigned to team members, communicates pertinent program service information to Director or appropriate personnel, ensures team members use efficient caseload management practice, facilitates program strategic planning, program planning and development, ensures assigned areas are ready for site visits, visits service sites, reviews clinical records and speaks with persons served, family or significant others and staff in order to evaluate key aspects of service delivery, ensures customer satisfaction surveys are distributed in assigned areas, oversees peer review process in assigned program service area, oversees site visit corrective action plans, implementation and monitoring, assures accurate and timely completion of required outcome measures and schedules remedial training with Outcomes Department as warranted, and oversees vehicles assigned to program service areas. This position request is for 624 hours with a contracted hourly rate of \$63.98/hour.

**Mobile Van** – Utilized to provide space for counseling at designated sites.

**Mobile Van Driver/Screenener** – Operates and maintains vehicles, carts, hydraulic lifts and forklifts according to protocols, and loads and transports supplies, correspondence, equipment and food for delivery throughout the healthcare system, performs other duties as assigned. This position request is for 1.0 FTE with a contracted hourly rate of \$18.50/hour for 208 hours.

**Mobile Van Usage** – The \$25/day rate is the rate charged by BayCare Behavioral Health for use of the vehicle and includes monthly maintenance and cleaning services. Rate is calculated based on 260 business days.

**Travel** – The van will travel to and from various service locations. Reimbursement will be based upon the state map mileage rate of \$0.445/mile for 3,915 miles.

### **Directions for Living**

**Therapist** – This is a professional clinical position providing therapy to adults, children, and families/guardians with family-related issues. Work involves the application of psychotherapeutic theories and practices. This position request is for 2,080 hours with a contracted hourly rate of \$28.21/hour.

**Case Manager** – Duties include assessing, linking, coordinating, and monitoring services from mental health, physical health, social, educational, entitlement, and vocational rehabilitation to help children, families and adults live work, and participate fully in their community. Additionally requires the collaborative coordination and development of a culturally specific individualized services plan in partnership with the individual, which reflects strengths and self – identified goals. This position request is for 2,080 hours with a contracted hourly rate of \$21.94/hour.

### **Medical Staff**

#### **Florida Department of Health**

**Nurse** – Uses the nursing process, utilizes nursing skills of interview, observation and assessment to determine the medical, social and psychological needs of client/family/community and provides interventions as needed. Plans for ongoing assessment of risk factors and service needs as prioritized by the client being served. Provides case management to established or referred clients in need of nursing intervention. Makes appropriate referrals and evaluates the effectiveness of this intervention. Provides direct services to clients including: immunization, administration of ordered medications, pregnancy testing, tuberculosis testing and other testing or services which fall within the nursing practice. Offers a broad range of effective

family planning methods and services in the most efficient and effective manner. Counsels clients/family/community in basic health promotion and risk behaviors, including but not limited to: communicable disease control, maternal and child health, family planning, nutrition, growth and development, safety and anticipatory guidance. Advises and counsels client on health promotion, STD & HIV risk reduction, and care and management of disease. Assists nursing supervisor with clinic management, monitoring clinic flow and caseload, and communicating with immediate supervisor or center manager regarding significant or critical issues that could affect the division, department, or client services. Performs nursing leadership functions in absence of Nursing Supervisor to facilitate client services. Professionally competent to perform in any multiple clinics (triage, Immunization, WH/STD, Pediatric and Primary Care or Maternity). \*Demonstrates willingness to cross train and increase competency in clinics as needed. Communicates, collaborates, and assists other professionals and para-professionals in other units within the agency (Examples: health fairs, immunization outreaches, disaster support) Respond promptly to emergency situations and Band-Aid announcements; provide nursing support, documentation of incident, and other support as needed. Completes assignments and functions independently, seeks assistance from supervisor as needed. Follows Pinellas County Health Department and Department of Health policies and procedures, including standing orders. Performs within the guidelines Florida Department of Health in Pinellas County and standards of the Florida Nurse Practice Act. Meets productivity expectations for this position. Informs supervisors of significant or critical issues that may affect the division or department. Assists examiners as needed. Assists in review of electronic laboratory results and provides follow-up and case management following Florida Department of Health in Pinellas County Local Policy. Documents all observations and actions accurately utilizing the electronic record, and the Florida Shots Registry. Complies with Smart objectives related to position. Provides Nurse Issuance of Medications following DOH policy and guidelines, and Florida Department of Health Pinellas County policy. This position request is for 2,080 hours with a contracted hourly rate of \$36.66/hour.

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**ATTACHMENT A  
EXHIBIT 2  
MONTHLY STATUS QUESTIONNAIRE**

Community and Primary Care Services Grant Monthly Summary

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Recipient Organization Name: \_\_\_\_\_ Report Date: \_\_\_\_\_

*Please briefly document your progress on the following dimensions as applicable.*

Increase access to primary care services:

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Number Served: \_\_\_\_\_

Reduce and prevent unnecessary emergency room visits:

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Number served: \_\_\_\_\_

Reduce and prevent unnecessary inpatient hospitalizations:

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Number served: \_\_\_\_\_

**ATTACHMENT A  
EXHIBIT 3  
REIMBURSEMENT REQUEST**

*Grant Program for Community Primary Care Services*

SUMMARY STATEMENT OF TOTAL PROJECT COSTS	
Recipient Name	County:
Address:	Telephone:
Project Number:	Date of Claim:
Claim Period:	Claim Number:
<hr/>	
Salary, Wages & Benefits	\$ -
Contractual Services	\$ -
Expenses	\$ -
Travel	\$ -
<i>Include Exhibit 4: State Travel Reimbursement Form</i>	
Operating Capital Outlay (OCO)	\$ -
Indirect Costs if applicable	\$ -
Rate: 21.00%	
Total Expenditure Amount	\$ -

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed by Project Director \_\_\_\_\_ Date approved \_\_\_\_\_  
 Typed name \_\_\_\_\_ *Insert name here*

*Internal AHCA use only*

This attached claim was reviewed and approved. All support documentation is included and all amounts claimed are allowed items in the grant budget.

Signed by Grant Manager \_\_\_\_\_ Date approved \_\_\_\_\_  
 Printed name \_\_\_\_\_











**ATTACHMENT A  
EXHIBIT 4**

**STATE TRAVEL GUIDELINES FOR SUB-GRANTEES**

Each traveler is responsible for traveling by the most economical means and by a usually traveled route. A person who travels by an indirect route for personal convenience shall bear any extra costs. Travel expenses must be reasonable and necessary expenses.

**A. TRAVEL REFERENCES**

- Section 112.061, Florida Statutes;
- Chapter 69I-42, Florida Administrative Code; and
- The Department of Financial Services' Reference Guide for State Expenditures.

**B. TRAVEL REIMBURSEMENT FORM**

The Voucher for Reimbursement of Traveling Expenses, AHCA form 2090-0021, is available in an Excel format and obtained from the AHCA Project Manager. Hand written travel reimbursement forms are not acceptable for reimbursement.

Complete the reimbursement form, print and sign the form. The traveler's supervisor must approve the reimbursement form. Attach all original back-up documentation to the printed reimbursement request. Submit the signed and approved travel reimbursement packet with the monthly claim package. Submit only paid traveler reimbursements with the monthly claim package.

The AHCA Project Manager must approve all conference, convention or other overnight travel costs before travel occurs. Without prior approval, the cost may not be eligible for reimbursement.

**C. TYPES OF TRAVEL COSTS ELIGIBLE FOR REIMBURSEMENT**

1. Airline costs

- The purchase of non-refundable economy class tickets is normally the lowest cost.
- Baggage fees should be justified if checking more than one bag.
- Submit airline tickets and boarding passes with the reimbursement package.
- Non-reimbursable fees:
  - ✓ Travel agent or 3<sup>rd</sup> party booking fees.
  - ✓ Preferred seating fees or boarding upgrade fees.

2. Hotel costs

- Travelers must be on continuous travel of twenty-four (24) hours or more away from the traveler's official headquarters and more than fifty (50) miles away from the traveler's headquarters or residence (whichever is less) in order for hotel costs to be reimbursed.
- Room rates exceeding **\$150.00** per night is not reimbursable unless authorized by the AHCA Project Manager.



- All rooms must be of a reasonable rate for the area. Staying at the training location is not always reasonable when there is an equivalent hotel nearby.
  - Hotel receipts must show the payment amount and show a zero balance due.
  - It is best practice to pay any non-reimbursable charges (i.e. room service, phone and movie charges) separately from hotel charges. Ineligible charges should not show on the hotel receipt submitted for reimbursement.
3. Parking
- Valet parking is only allowed when self-parking is not available.
  - Parking receipts should have the vendor, date, time, and parking fees.
4. Mileage – Map
- Map mileage is considered the miles between the city of origin to the destination city. (This is not ACTUAL mileage).
  - All travel must be via a usually traveled route.
  - The reimbursable mileage rate is **0.445** cents per mile.
  - Use of the official Florida Department of Transportation (FDOT) Highway Mileage Viewer is required for map mileage for available cities.  
 FDOT website: <http://fdotewp1.dot.state.fl.us/CityToCityMileage/viewer.aspx>
  - If FDOT Highway Mileage Viewer does not contain the cities you traveled between, then MapQuest mileage should be used. Remember to enter the city of origin to the destination city. Do not enter the actual starting and destination addresses.  
 The MapQuest <http://www.mapquest.com/>
5. Mileage – Vicinity
- Vicinity mileage is mileage within cities.
  - Calculate vicinity mileage by taking the actual mileage and subtracting map mileage claimed.
  - Claim only vicinity mileage if travel occurs within one city for the day.
6. Registration Fee
- Attach a copy of the completed registration form and a paid receipt to the travel reimbursement.
  - Submit the agenda with a schedule of events for any seminar, conference or convention.
7. Rental Car
- Class B, Compact cars should be rented. Any upgrades requiring increasing cost must be adequately justified to be reimbursable (i.e. carpooling with other travelers).
  - The State of Florida will only reimburse for the cost of the car and applicable taxes.
  - Itemized receipt required.

8. Rental Car Fuel

- All receipts must show date, time, vendor, location, gallons, cost per gallon, and total fuel costs.
- Fuel is only reimbursable for rental cars.

9. Shuttle or Taxi

- Use shuttles or taxis when other more reasonable transportation options are unavailable.
- Tips for taxi services are ineligible for reimbursement.

10. Tolls

- Receipts are required and online Transponder Reports (date, time, location, and amount) are sufficient for a receipt.

**D. INSTRUCTIONS FOR COMPLETING TRAVEL REIMBURSEMENT FORM**

All travelers are required to complete page 1 of the travel form. Instructions for the 1<sup>st</sup> page reimbursement fields are below:

1. **Payee:** Enter the legal name of the traveler.
2. **Address:** For non-employees, enter their work address.
3. **Personal Identifier Number:** Not required.
4. **Headquarters:** Enter city or town for traveler's normal office location.
5. **City of Residence:** Enter traveler's city of residence.
6. **Mark One:** Non-AHCA employees check the non-employee box.
7. **Special Shift Hours:** If the traveler works a shift other than a normal 8 to 5 workday, enter their shift.
8. **Date:** List the date for each day of travel beginning with the date of departure, each day away and date of return.
9. **Travel Performed from Point of Origin to Destination:** Enter the name of city or town of origin and final destination that day.
  - List each day's location.
  - List on separate lines each city visited during the day's travel in order to calculate Map Mileage between the cities. (i.e. Line 1 shows Tallahassee to Jacksonville, Line 2 shows Jacksonville to Orlando, Line 3 shows Orlando to Tallahassee.)
10. **Purpose or Reason (Name of Conference):** Enter the purpose of each trip in this column. Do not abbreviate.
11. **Hour of Departure and Return:** Indicate the actual hour of departure when the trip begins and indicate the actual hour of return on the line for the date the trip ends.
  - For vicinity travel in the headquarters area, indicate departure and return time for each day of travel.

- Departure and return times are always required, even if mileage is the only thing claimed.
12. **Per Diem or Actual Lodging Expenses:** Enter each day's hotel cost and taxes on the appropriate day of travel.
  13. **Map Mileage Claimed:** All mileage shall be from the city of origin to the destination city. Map mileage should align with the travel date on the left of the worksheet. Enter map mileage on the row for the date mileage was driven.
  14. **Vicinity Mileage Claimed:** Enter mileage consisting of miles driven within the cities traveled.
  15. **Incidental Expenses, Amount and Type fields:**
    - Enter all allowed travel costs other than Hotel or mileage in these fields.
    - List each receipt on a separate line. (i.e. 5 toll charges will be listed on 5 lines.)
    - The date related to incidental expenses will not align with the travel date on the left of the worksheet.
  16. **Benefit to State:** Required if the travel was for a conference, convention, or other overnight travel. The field must clearly identify the travel is allowed and authorized under the grant (i.e. Provide dentistry assistance in Miami serving under-served patients while dentist position is vacant.).
  17. **Totals:** No entry needed for these fields. All total columns contain calculations and extend to the summary total for the entire form.
  18. **Payee's Signature and Title:** The traveler must sign and enter their title. Ensure the title is legible.
  19. **Preparer's Name and Phone Number:** Not required.
  20. **Date Prepared:** Enter the date form was prepared.
  21. **Supervisor's Signature, Title, and Printed Supervisors Name:** Supervisors or managers who have direct knowledge that the travel costs are valid should approve the travel reimbursement. It is best practice to enter the supervisor's name and title before the reimbursement form is printed. If these fields are handwritten, ensure the name and titles are clear and easy to read.
  22. **All sections below signatures:** Not required.

Only State employees are required to complete page two of the travel form if any of the sections are applicable. State employees are to complete these fields as directed in their agency's travel manual.

1. **Travel by Common Carrier or State Vehicle:** Completed when using an agency vehicle for the trip or when common carrier costs are paid directly by the agency. Direct payment, for common carrier costs by an agency, is unusual (i.e. Rental car paid using a purchase order).
2. **State of Florida Purchasing Card (Pcard) Section:** Completed if the traveler used a state issued Pcard during the trip. List Pcard expenses in this section; do not list Pcard expenses on page one of the reimbursement form.

## **E. TRAVEL SUBMISSION AND DOCUMENTATION REQUIREMENTS**

1. Complete separate travel reimbursement forms for each out-of-town/overnight trip and include all reimbursable costs associated with the trip.
2. Complete single day trips at least monthly.
3. Complete (type) all travel information on the travel reimbursement form.
4. Attach the following supporting documentation:
  - Receipts for all expenses for reimbursement;
  - Airline tickets and boarding passes when applicable;
  - Agenda for any seminar, conference or convention when applicable;
  - Email from AHCA Project Manager authorizing conference, convention or other overnight travel when applicable; and
  - Any other documents that supports or clarifies travel reimbursement.

## **F. COMPLETED TRAVEL REIMBURSEMENT EXAMPLE**

Travel Reimbursement example completed with travel details below:

12/7

- Departed from Tallahassee and drove traveler's personal car to Gainesville.
- Stayed 3 days in hotel while conducting training.
- Flew to Miami directly from Gainesville after training concluded.

12/10

- Parked personal car at Gainesville airport.
- Checked one bag each way of the flight.
- Rented a car at Miami airport for 1 day.
- Paid tolls between the airport and the hotel.

12/11

- Conducted Miami training.

12/12

- Flew back to Gainesville.
- Retrieved car from Gainesville Airport parking.
- Returned from Gainesville to Tallahassee in personal car.

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**ATTACHMENT A  
EXHIBIT 5**

**VEHICLE/EQUIPMENT ATTESTATION**

In accordance with Chapter 2015-232, Laws of Florida, Specific Appropriation 187A and this Agreement, (Pinellas County Board of County Commissioners) attests to the following statement(s):

**I.  Check all that apply:**

The vehicle and/or equipment purchased was approved by the Agency under the terms and conditions of this Agreement and its approved Budget, **Exhibit 1**. This vehicle and/or equipment will be used solely for the goals and purposes of this Agreement. I understand that this documentation will be submitted with each monthly invoice during the term of this Agreement. After this Agreement expires this form will be submitted on a yearly basis due on or before **July 31st** of each year, up to ten (10) years of the useful life expectancy. This obligation survives the expiration of this Agreement.

**II. If there has been a change in approved services check one (1) of the following:**

The above mentioned vehicle and/or equipment purchased will no longer be used solely for this Agreement's goals and purposes but for additional services not previously approved. The vehicle and/or equipment will be returned to the Agency for Health Care Administration.

The above mentioned vehicle and/or equipment purchased will no longer be used solely for this Agreement's goals and purposes but for additional services not previously approved. The vehicle and/or equipment will be purchased from the Agency for Health Care Administration at fair market value as of the date of title transfer.

I declare that the above statement(s) is/are true and accurate to the best of my knowledge.

\_\_\_\_\_  
Name of Recipient's Contract Manager

\_\_\_\_\_  
Signature of Recipient's Contract Manager

\_\_\_\_\_  
Name of Recipient's Signatory

\_\_\_\_\_  
Signature of Recipient's Signatory

**AHCA CONTRACT MANAGER USE ONLY:**

Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT B SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Agency for Health Care Administration (which may be referred to as the "Agency" or "Grantor") to the recipient (which may be referred to as the "Vendor", "Facility" or "Recipient") may be subject to audits and/or monitoring by the Agency for Health Care Administration, as described in this Attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Agency for Health Care Administration staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency for Health Care Administration. In the event the Agency for Health Care Administration determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Agency for Health Care Administration staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient 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 recipient expends **\$300,000.00** (**\$500,000.00** for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the Recipient 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 Agency for Health Care Administration by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Agency for Health Care Administration. 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 Recipient conducted by the Auditor General in accordance with the provisions 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 Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than **\$300,000.00** (**\$500,000.00** for fiscal years ending after December 31, 2003) 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 Recipient expends less than **\$300,000.00** (**\$500,000.00** for fiscal years ending after December 31, 2003) 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 an audit must be paid from Recipient resources obtained from other than Federal entities).



4. The Recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

## **PART II: STATE FUNDED**

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

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of **\$500,000.00** in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this agreement indicates state financial assistance awarded through the Agency for Health Care Administration by this Agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Agency for Health Care Administration, 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 Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than **\$500,000.00** 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 Recipient expends less than **\$500,000.00** 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 recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: 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 recipient directly to each of the following:

A. The Agency for Health Care Administration at the following address:

**Audit Director**  
Agency for Health Care Administration  
Office of Inspector General, MS#5  
2727 Mahan Drive  
Tallahassee, Florida 32308-5403

B. 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 10<sup>th</sup> Street  
Jeffersonville, IN 47132

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of "ABC" for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following (*If the State awarding entity, pursuant to Section .320(f), OMB Circular A-133, wants a copy of the reporting package described in Section .320(c) and/or a management letter, the State awarding agency should replace the above language with the following language*) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of "ABC" at each of the following addresses:

**Audit Director**  
Agency for Health Care Administration  
Office of Inspector General, MS#5  
2727 Mahan Drive  
Tallahassee, Florida 32308-5403

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3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Agency for Health Care Administration at the following address:

**Audit Director**  
Agency for Health Care Administration  
Office of Inspector General, MS#5  
2727 Mahan Drive  
Tallahassee, Florida 32308-5403

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Agency for Health Care Administration at the following address:

**Audit Director**  
Agency for Health Care Administration  
Office of Inspector General, MS#5  
2727 Mahan Drive  
Tallahassee, Florida 32308-5403

5. Any reports, management letter, or other information required to be submitted to the Agency for Health Care Administration pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Agency for Health Care Administration for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Agency for Health Care Administration, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Agency for Health Care Administration, or its designee, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Agency for Health Care Administration.

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**ATTACHMENT B  
EXHIBIT 1**

**Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

**State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

**State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject to Section 215.97 F.S.:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title	Funding Amount
GFA049	General Revenue Fund Line Item 187A	15/16	68.012	Community and Primary Care Services	\$485,419.12
Total Award					\$485,419.12

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## ATTACHMENT C

### BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Vendor is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Vendor certifies and agrees as to abide by the following:

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
  - 1a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
  - 1b. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).
3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
  - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health

information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.

- 10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.
- 10c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 10d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
- (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164. 408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.
- 10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor.

- 10f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Contract is an attachment, and/or to terminate this Contract.
- 12a. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

The Vendor has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

Vendor Name: **Pinellas County Board of County Commissioners**

*Am J...*  
Signature

4-5-16  
Date

COMMISSION CHAIRMAN CHARLIE JUSTICE  
Name and Title of Authorized Signer

ATTEST: KEN BURKE, CLERK  
By: *N...*  
Deputy Clerk



APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
*[Signature]*