

**POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 22-538-IHC**

This Contract for Services ("Contract") is made effective from **October 1, 2022** ("Effective Date") to **September 30, 2024** by and between **Tri-County Human Services, Inc.**, ("TCHS"), and Polk County, a political subdivision of the State of Florida ("COUNTY"), (TCHS and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, the COUNTY wishes to provide funding for the provision of behavioral health services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); and

WHEREAS, TCHS provides such services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

**ARTICLE I
SERVICE DELIVERY**

- 1.1 The recitals stated above are true, correct, and incorporated into this Contract.
- 1.2 TCHS shall undertake and perform all tasks and services ("Services") of the applicable treatment programs identified in the Scope of Services attached to this Contract as Exhibit A and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines and who are not otherwise Polk HealthCare Plan members.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.
- 1.4 Funding provided by the Contract shall be used only to treat Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-76, as amended. Further eligibility requirements are stated in Exhibit A.

**ARTICLE II
FUNDING**

- 2.1 In consideration for TCHS providing Services to Qualified Residents, the COUNTY will annually pay TCHS a total amount not to exceed Seven Hundred Thousand and no/100 Dollars (\$700,000) as described in the attached Exhibit D ("Fee Schedule") and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.
- 2.2 TCHS agrees to return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. In the event that the Parties or their independent auditors discover that an overpayment has been made, the overpayment shall be repaid immediately without prior notification from the COUNTY. In the event that the COUNTY first discovers an overpayment has been made, the COUNTY will notify TCHS of such findings.
- 2.3 TCHS will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

- 3.1 TCHS shall deliver, or cause to be delivered to the COUNTY, a monthly invoice for Services rendered by utilizing an invoice on TCHS letterhead in form and content similar to the form found in the attached Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the month which is the subject of the report. The signed CPQR as identified in Section 4.1 must accompany the invoice.
- A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by TCHS to verify accuracy of all submitted invoices and reports.
- 3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay TCHS for Services on a monthly basis based upon approved invoices.

ARTICLE IV
REPORTING AND POLK HEALTHCARE PLAN REFERRALS

- 4.1 TCHS shall deliver the following, fully completed Quarterly Reports to the COUNTY. All Quarterly Reports are due by the last calendar day of the month following the end of each quarter.
- A. Performance Objectives (Exhibit B)
- B. Summary of Services (Exhibit C) – This will be a monthly report. TCHS will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, and services. From the data entered into the shared data information system by the tenth (10th) of the following month of each month, a Community Partner Quarterly Summary of Services Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.
- 4.2 Polk HealthCare Plan Membership Referrals.
- A. TCHS shall request and obtain information from each individual who seeks Services from TCHS sufficient for TCHS to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, TCHS shall assume the information an individual provides is accurate and true. If TCHS determines an individual could qualify for Polk HealthCare Plan membership, then TCHS shall electronically refer the individual to the COUNTY via the shared data information system.
- B. TCHS acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY.
- 4.3 TCHS shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need from TCHS at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide TCHS with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.
- 4.4 TCHS shall submit to the COUNTY an annual financial report and copies of any audits performed for its applicable fiscal year within thirty (30) calendar days after the date the applicable report or audit is issued.
- 4.5 If TCHS is unable to submit any required reporting by its due date, TCHS shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with ARTICLE XVI of this Contract until all required reporting has been submitted to the COUNTY by TCHS.

- 4.6 Reporting will be monitored for correct and timely submission as well as referrals to the Polk HealthCare Plan as part of the evaluation and monitoring process described in Article V below. If TCHS would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XVI of this Contract.

ARTICLE V **EVALUATION AND MONITORING**

- 5.1 TCHS agrees that the COUNTY will monitor and evaluate TCHS's performance of its Contract activities as determined necessary by the COUNTY to include without limitation TCHS's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating TCHS is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. TCHS agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.
- 5.2 The COUNTY and TCHS hereby mutually agree to outcomes and performance objectives described in the attached Exhibit B. TCHS will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.
- 5.3 TCHS gives the COUNTY, through any authorized representative, access to and the right to inspect, examine, copy and audit all records, books, papers, or documents relating to the Services provided under the terms of this Contract.

ARTICLE VI **FINANCIAL RESPONSIBILITY**

- 6.1 TCHS shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which shall sufficiently and properly reflect all expenditures of funds provided under this Contract and in accordance with Florida's Public Records Act.
- 6.2 TCHS shall also provide for audit purposes (upon request) all files, records and documents pertaining to all Service delivery related activities.
- 6.3 Any funds expended in violation of this Contract shall be refunded in full by TCHS to COUNTY from non-federal and non-state resources.

ARTICLE VII **ASSURANCES**

- 7.1 TCHS shall comply with the following assurances:
- A. TCHS agrees to comply with all applicable Federal, State, and County constitutions laws, ordinances, codes and regulations including, without limitation, Section 766.1115, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of TCHS shall also regulate the program operation of TCHS. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, TCHS's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.
 - B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TCHS receives Federal financial assistance.
 - C. TCHS shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.

- D. TCHS shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, TCHS shall disclose such situations to the COUNTY and the County Attorney's Office for review.
- E. In accordance with the Drug Free Workplace Act of 1988, TCHS certifies that it has a policy designed to ensure that TCHS's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- F. TCHS certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." TCHS acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, TCHS shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.
- G. As a "Covered Entity," TCHS warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services ("HHS"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), and the Florida Information Protection Act of 2014, as amended ("FIPA"). TCHS further agrees that it shall restrict disclosure or usage of Protected Health Information ("PHI") it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Contract.
- H. To the extent TCHS dispenses medicinal drugs, TCHS assures that its practitioners shall comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, without limitation, Chapters 465, 499 and 893, Florida Statutes, and all federal laws and federal regulations.

ARTICLE VIII

GENERAL PROVISIONS

- 8.1 As applicable, TCHS agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Contract.
- 8.2 Public Meetings and Records.
 - A. TCHS acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. TCHS further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, TCHS shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
 - B. Without in any manner limiting the generality of the foregoing, to the extent applicable, TCHS acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;

2. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if TCHS does not transfer the records to the COUNTY; and
4. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of TCHS or keep and maintain public records required by the COUNTY to perform the service. If TCHS transfers all public records to the COUNTY upon completion of this Contract, TCHS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TCHS keeps and maintains public records upon completion of this Contract, TCHS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF TCHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TCHS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

8.3 Employment Eligibility Verification (E-Verify)

- A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
 1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
 2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 1. All persons employed by the Contractor to perform employment duties during the term of this contract; and

2. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.
- C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.
- 8.4 The entire Contract between the Parties and its corresponding referenced Exhibits are all set forth herein, attached hereto, and contained within this document; and the Parties agree that there are no other commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 8.5 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 8.6 All notices required by this Contract shall be in writing.

ARTICLE IX **SPECIAL PROVISIONS**

- 9.1 TCHS agrees to safeguard information regarding compliance with 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE X **CONFLICT OF INTEREST**

- 10.1 No person who is an employee, agent, consultant, officer, or appointed official of TCHS and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Contract with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

ARTICLE XI **INDEMNIFICATION**

- 11.1 TCHS shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the COUNTY, its agents or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of TCHS or its qualified physicians committed in connection with this Contract, TCHS's performance hereof or any work performed hereunder. TCHS shall indemnify and hold harmless the COUNTY, its agent and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees,

costs of judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, or regulation by TCHS or its agents and employees. Funds made available pursuant to this Contract shall not be used by TCHS for the purpose of initiating or pursuing litigation against the COUNTY.

- 11.2 TCHS agrees to continually provide insurance, at least to the extent described in ARTICLE XII below. Prior to the execution of the Contract, TCHS shall furnish the COUNTY with written verification of the existence of such insurance coverage.

ARTICLE XII **INSURANCE**

- 12.1 TCHS shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:
- A. Workers' Compensation -- in compliance with State and Federal laws.
 - B. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - 1. Premises and Operations; and
 - 2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.
 - C. Independent Contractors (if applicable) – Delete Exclusion relative to Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
 - D. Medical Professional Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.
- 12.2 TCHS shall provide the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Contract. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.
- 12.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Contract, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regard to General Liability and applicable Workers' Compensation coverages.
- 12.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the "A" category and size category of "VIII".
- 12.5 In the event of any failure by TCHS to comply with the provisions of this ARTICLE XII, the COUNTY may, at its option, upon notice to TCHS suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at TCHS's expense, provided that the COUNTY shall have no obligation to do so. TCHS shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 12.6 TCHS shall provide property insurance for all property in an amount satisfactory to the COUNTY. TCHS shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by TCHS to its contractors.

ARTICLE XIII
MODIFICATION

- 13.1 The COUNTY may, at its discretion and upon provision of proper notice to TCHS, amend this Contract to conform to changes in Federal, State, and/or COUNTY guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Contract.
- 13.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIV
APPLICABLE LAWS AND COURTS

- 14.1 The COUNTY and TCHS agree the Contract and all Services and activities related thereto shall be governed and interpreted in all respects by the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Contract shall be the courts of the Tenth Judicial Circuit, Polk County, Florida.

ARTICLE XV
NOTICES

- 15.1 The COUNTY and TCHS agree that any notice, demand or communication required to be given hereunder shall be written, addressed and delivered to the party for whom it is intended at the following address:

TRI-COUNTY HUMAN SERVICES, INC.:
Robert C. Rihn, CEO
Tri-County Human Services, Inc.
1815 Crystal Lake Drive
Lakeland, FL 33801-5979
Tel 863-709-9392

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XVI
SUSPENSION AND TERMINATION

- 16.1 Remedies for Non-compliance: If TCHS materially defaults or otherwise fails to comply with any term of this Contract, any Federal, State, or local law, or any applicable County policy, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
- A. Temporarily withhold cash payments pending TCHS's correction of the default or other deficiency, or the COUNTY's election of final remedies available to it.
 - B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the Service, activity, or action not in compliance with required standards or conditions.
 - C. Wholly or partly suspend or terminate the Contract.
 - D. Withhold further funding under this Contract.
 - E. The COUNTY may withhold payment for all Services provided for under this Contract in the event that:
 - 1. Treatment is not being provided according to State guidelines and regulations;
 - 2. There is evidence of any unsafe or unethical conditions, which may place the health and safety of any client at risk;

3. The assurances contained herein are determined by the COUNTY to be false; or
4. The provisions of this Contract are not being adhered to.

F. Take other remedies that may be legally or equitably available.

- 16.2 Hearings Appeals: In taking an enforcement action listed in Section 16.1 or in any other provision of the Contract, the COUNTY will provide TCHS an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which TCHS is entitled to receive under any statute or regulation applicable to the particular action involved.
- 16.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by TCHS in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other TCHS costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- A. The costs result from obligations which were properly incurred by TCHS before the effective date of suspension or termination and not in anticipation of it or costs, in case of termination, which are non-cancelable; and
 - B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.
- 16.4 Termination for Convenience: At any time during the term of this Contract, this Contract may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 16.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if TCHS is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of COUNTY if TCHS is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF the parties hereto duly execute this Contract as of the day and year first written above.

TRI-COUNTY HUMAN SERVICES, INC.

By: _____

Robert C. Rihn, CEO

Date: _____

Witness: _____

Witness: _____

POLK COUNTY, a political subdivision of the State of Florida

By: _____

Dr. Martha Santiago, Chair

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____

Deputy Clerk

Approved as to form and legal sufficiency:

By: _____

County Attorney's Office

SCOPE OF SERVICES

TCHS will provide behavioral health services in an office setting and/or via telehealth support. All Services provided and invoiced under this Contract are to be for Polk County residents whose income is at or below 200% of the FPL guidelines and who are uninsured or not otherwise Polk HealthCare Plan members.

Referrals can be from the patient's Primary Care Provider, a Community Partner, or self-referral. When a referral is received, TCHS will contact the patient within 48 business hours to process the referral and assign a psychiatric practitioner, case manager, and mental health therapist (or any combination thereof). The case manager will determine with the client the most appropriate way for the client to access their services.

Services may include, but are not limited to, Assessments, Case Management, Individual, Group and Family Therapy, Psychiatric Evaluations, Medication Services and Urinalysis. These continuing behavioral health services may also be provided in a licensed TCHS facility that meets the needs of the person served. If applicable, continuing care will be coordinated with the primary care physician.

Case Management Services – Case Management Services consist of activities aimed at: 1) identifying client behavioral health needs; 2) planning behavioral health services for and with the client; 3) linking the client to other components in the overall service system; 4) coordinating with the various service providers and components to assure the client has in place the services needed to maintain their individual behavioral/medical health status while assisting the client with ancillary services needed for full stability; 5) monitoring of the client activities and services related to same; and 6) evaluating the effect of the service received by the client.

All activities of a case management nature are documented as to the length of time, date signature of the provider/counselor/case manager and a detail description of the services provided, within the outpatient client file. Overall case management services have proven to be the glue to maintaining the client in his/her community.

Assessment – Provided by Bachelor level care coordinator(s), masters level therapists, and psychiatric providers (or combination thereof). Prior to the development of a treatment plan, the practitioners will complete and provide to the client an assessment of mental health status, substance use concerns, functional capacity, strengths, and service. The purpose of the assessment is to gather information to be used in the formulation of a diagnosis and development of a plan of care including discharge criteria. Assessments will include a Biopsychosocial, FARS, substance abuse assessment tools, and any other assessment relevant to the clients' treatment. Once information is gathered and treatment services and goals are determined, a treatment plan may be developed with objectives and goals for success. Subsequently, ongoing assessment and evaluation of treatment will occur.

Psychiatric Evaluation – Provided by Psychiatrists, Psychiatric ARNPs, and/or Psychiatric Physician Assistants. A psychiatric evaluation is a comprehensive evaluation that investigates the recipient's clinical status. The purpose of a psychiatric evaluation is to establish a therapeutic doctor– patient relationship, gather accurate data in order to formulate a diagnosis, and initiate an effective treatment plan. A psychiatric evaluation must provide information on the following components; presenting problem, history of the presenting illness or problem, psychiatric history, physical history, trauma history, medication history, alcohol and other drug use history, relevant personal and family medical history, personal strengths, mental health status examination, summary of findings, diagnostic formulation, and treatment recommendations or plan.

Treatment Plan – Provided by Psychiatrist and/or by Master's level therapist. Treatment plans are strength-based and collaborative, and they aim to reflect the best interests of the person in therapy/psychiatry and outline a team approach toward problem-solving and empowerment.

Individual, Group and Family Therapy – Provided by Master's level therapists. Individual, group and family therapy includes the provision of insight-oriented, cognitive behavioral or supportive therapy interventions to an individual recipient or a recipient's family. Individual and family therapy may involve the recipient, the recipient's family without the recipient present, or a combination of therapy with the recipient and the recipient's family. The focus or primary beneficiary of individual and family therapy services must always be the recipient. Therapy will be provided in conjunction with assessment information, the development of a Master Treatment Plan, and ongoing Treatment Plan Reviews.

Medication Management – Provided by Psychiatrists, Psychiatric ARNPs, and/or Psychiatric Physician Assistants. Medication Management is the review of relevant laboratory test results, prior pharmacy interventions (e.g. medication dosages, blood levels if available, and treatment duration), and current medication usage. Medication management includes the discussion of indications and contraindications for treatment, risks, and management strategies with the recipient or other responsible persons.

PERFORMANCE OBJECTIVES

Tri-County Human Services, Inc.
Behavioral Health
Performance Objectives
FY _____

| Goal | Fiscal Target | Quarter 1 Number | Quarter 2 Number | Quarter 3 Number | Quarter 4 Number | YTD Number |
|--|---------------|------------------|------------------|------------------|------------------|------------|
| Number of Clients Served | 900 | | | | | |
| Percent of clients with successful program completion defined by completing 75% of their treatment plan goals. | 75% | | | | | |
| Percent of clients that received a screening tool at intake (e.g. PHQ-9, GAD-7) | 95% | | | | | |

SUMMARY OF SERVICES

Tri-County Human Services, Inc.
Behavioral Health
CP-QR Summary of Services
FY _____

| Year to Date Summary | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD Unduplicated |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------------------|
| Client Count per Quarter | | | | | | | | | | | | | |
| New Clients: | | | | | | | | | | | | | - |
| Established Clients: | | | | | | | | | | | | | - |
| Total Clients Served: | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Referrals Sent | | | | | | | | | | | | | |
| Polk HealthCare Plan | | | | | | | | | | | | | - |
| Completed Services | | | | | | | | | | | | | |
| ASAM Continuum (Mental Health) - In Office | | | | | | | | | | | | | - |
| ASAM Continuum (Substance Abuse) - In Office | | | | | | | | | | | | | - |
| ASAM Continuum (Mental Health) - Telehealth | | | | | | | | | | | | | - |
| ASAM Continuum (Substance Abuse) - Telehealth | | | | | | | | | | | | | - |
| Biopsychosocial Evaluation (Mental Health) - In Office | | | | | | | | | | | | | - |
| Biopsychosocial Evaluation (Substance Abuse) - In Office | | | | | | | | | | | | | - |
| Biopsychosocial Evaluation (Mental Health) - Telehealth | | | | | | | | | | | | | - |
| Biopsychosocial Evaluation (Substance Abuse) - Telehealth | | | | | | | | | | | | | - |
| Case Management | | | | | | | | | | | | | - |
| Discharge - Administrative | | | | | | | | | | | | | - |
| Discharge - Successful | | | | | | | | | | | | | - |
| In-Depth Assessment (Mental Health) - In Office | | | | | | | | | | | | | - |
| In-Depth Assessment (Substance Abuse) - In Office | | | | | | | | | | | | | - |
| In-Depth Assessment (Mental Health) - Telehealth | | | | | | | | | | | | | - |
| In-Depth Assessment (Substance Abuse) - Telehealth | | | | | | | | | | | | | - |
| Labs for Required Medications | | | | | | | | | | | | | - |
| Medication Management - In Office | | | | | | | | | | | | | - |
| Medication Management - Telehealth | | | | | | | | | | | | | - |
| Medication(s) | | | | | | | | | | | | | - |
| Psychiatric Evaluation - In Office | | | | | | | | | | | | | - |
| Psychiatric Evaluation - Telehealth | | | | | | | | | | | | | - |
| Therapy - Family | | | | | | | | | | | | | - |
| Therapy - Group | | | | | | | | | | | | | - |
| Therapy - Individual | | | | | | | | | | | | | - |
| Treatment Plan (Clinical) - Initial | | | | | | | | | | | | | - |
| Treatment Plan (Psych) - Initial | | | | | | | | | | | | | - |
| Treatment Plan (Clinical) - Review | | | | | | | | | | | | | - |
| Treatment Plan (Psych) - Review | | | | | | | | | | | | | - |
| Urinalysis Drug Testing | | | | | | | | | | | | | - |
| Vitals | | | | | | | | | | | | | - |
| Total Services: | - | - | - | - | - | - | - | - | - | - | - | - | - |
| <p>Signature (By signing this report, you agree the figures shown are true and accurate to the extent of your knowledge. You also understand these figures constitute official County records, may be presented to committees, and in some cases, used to determine payment.)</p> <p>Signed: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | | | | | | | | | | | | | |

FEE SCHEDULE

| Service | CPT | Rate | Limits |
|---|--|-------------------------|---|
| ASAM Continuum | H0001-HN (Substance Abuse) H0031-HN (Mental Health) | \$200.00 per assessment | 1 per recipient per county fiscal year |
| Bio-Psychosocial Evaluation | H0001-HN (Substance Abuse) H0031-HN (Mental Health) | \$87.00 per assessment | 1 per recipient per county fiscal year |
| Case Management | T1016 | \$17.00 per episode | Per 15 min episode. No limits |
| Family Therapy | H2019-HR | \$87.00 per therapy | 26 per recipient per county fiscal year |
| Group Therapy | H2019-HQ | \$87.00 per therapy | 26 per recipient per county fiscal year |
| In-depth Assessment | H0031-TS (Mental Health) H0031-HO (Substance Abuse) | \$125.00 per assessment | 1 per recipient per county fiscal year |
| Individual Therapy | H2019-HR | \$87.00 per therapy | 26 per recipient per county fiscal year |
| Labs for required medications | | 100% of costs | Up to 4 labs per recipient per county fiscal year |
| Medication Management | T1015 | \$85.00 per event | No limits |
| Medications | | 100% of cost | Brand name medications covered up to 90 days per recipient per county fiscal year. Generic medications will be covered, with no limit, if equivalent medication is not available through the Prescription Assistance Program. |
| Psychiatric Evaluation | H2000 | \$339.00 per evaluation | 1 per recipient per county fiscal year |
| Treatment Plan Initial (Clinical) | H0032 (Mental Health) T1007 (Substance Abuse) | \$87.00 per event | 1 per recipient per county fiscal year |
| Treatment Plan Initial (Psych) | H0032 (Mental Health) T1007 (Substance Abuse) | \$87.00 per event | 1 per recipient per county fiscal year |
| Treatment Plan Review (Psych or Clinical) | H0032-TS (Mental Health) T1007-TS (Substance Abuse) | \$44.00 per event | Up to 4 per recipient per county fiscal year |
| Urinalysis Drug Testing | H0048 | \$25.00 per test | No limits |
| Vitals | G8359 | \$10.00 per event | No limits |

****Any exception to the service limits needs prior approval by County**

INVOICE SAMPLE



Invoice

[Your Company Name]

[Street Address]

[City, ST ZIP Code]

Date: March 16, 2022

Invoice #: [100]

Service Period: 10/1/2022 to 12/31/2022

Contract Number: [ABC12345]

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
Attn: Fiscal Services
2135 Marshall Edwards Drive
Bartow, FL 33830

| | | | | | |
|---|----------------------------|----|-----------|---------------|------|
| ASAM Continuum | H0001-HN (Substance Abuse) | \$ | 200.00 | \$ | - |
| | H0031-HN (Mental Health) | | | | |
| Bio-Psychosocial Evaluation | H0001-HN (Substance Abuse) | \$ | 87.00 | \$ | - |
| | H0031-HN (Mental Health) | | | | |
| Case Management | T1016 | \$ | 17.00 | \$ | - |
| Family Therapy | H2019-HR | \$ | 87.00 | \$ | - |
| Group Therapy | H2019-HQ | \$ | 87.00 | \$ | - |
| In-depth Assessment | H0031-TS (Mental Health) | \$ | 125.00 | \$ | - |
| | H0031-HO (Substance Abuse) | | | | |
| Individual Therapy | H2019-HR | \$ | 87.00 | \$ | - |
| Labs for required medications | | | 100% Cost | \$ | - |
| Medication Management | T1015 | \$ | 85.00 | \$ | - |
| Medications | | | 100% Cost | \$ | - |
| Psychiatric Evaluation | H2000 | \$ | 339.00 | \$ | - |
| Treatment Plan Initial (Clinical) | H0032 (Mental Health) | \$ | 87.00 | \$ | - |
| | T1007 (Substance Abuse) | | | | |
| Treatment Plan Initial (Psych) | H0032 (Mental Health) | \$ | 87.00 | \$ | - |
| | T1007 (Substance Abuse) | | | | |
| Treatment Plan Review (Psych or Clinical) | H0032-TS (Mental Health) | \$ | 44.00 | \$ | - |
| | T1007-TS (Substance Abuse) | | | | |
| Urinalysis Drug Testing | H0048 | \$ | 25.00 | \$ | - |
| Vitals | G8359 | \$ | 10.00 | \$ | - |
| | | | | Total: | \$ - |

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print)

Title

Authorized Signature

Date