

RESOLUTION NO. 2005- 50

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, EXTENDING AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, S.S. MARATHE, M.D., P.A., D/B/A MEDICAL SPECIALISTS OF ST. AUGUSTINE ON THE SAME TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, ON BEHALF OF THE COUNTY, ANY AGREEMENTS, DOCUMENTS, EXTENSIONS, OR OTHER PAPERWORK NECESSARY TO ACCOMPLISH THAT PURPOSE

WHEREAS, St. Johns County, Florida (County) currently has an Agreement (attached and incorporated herein) with S.S. Marathe, M.D., P.A., d/b/a Medical Specialists of St. Augustine. (Medical Specialists), in order to provide funds to Flagler for the purpose of providing Primary Care Services to St. Johns County, Florida residents, especially those located in the Hastings area of St. Johns County; and

WHEREAS, pursuant to County Resolution 2004-359, the existing Agreement expires at 11:59 pm on February 28, 2005; and

WHEREAS, Medical Specialists desire to have this Agreement assigned to another entity; and

WHEREAS, questions have arisen with respect to the corporate structure of the proposed assignee; and

WHEREAS, an extension of the existing Agreement is needed in order to address these above-noted questions; and

WHEREAS, the County has requested a thirty-one (31) day extension of the existing Agreement; and

WHEREAS, Medical Specialists have not opposed such an extension; and

WHEREAS, the extension of the Agreement shall be under the same terms, provisions, conditions, and requirements as are currently in place (including paying a pro-rata amount of the annual compensation, which for purposes of this extension would be an amount not to exceed twelve thousand, five hundred dollars (\$12,500.00)); and

WHEREAS, the Board of County Commissioners of St. Johns County has determined that the extension of the Agreement for a period of thirty-one (31) days serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves **extending, by thirty-one (31) days, the existing Agreement between St. Johns County, Florida, and S.S. Marathe, M.D., P.A., d/b/a Medical Specialists of St. Augustine, under same the terms, provisions, conditions, and requirements, and authorizing the County Administrator to execute, on behalf of the County, any agreements, documents, extensions, or other paperwork necessary to accomplish that purpose.**

Section 3. The extension of the existing Agreement between St. Johns County, Florida, and S.S. Marathe, M.D., P.A., d/b/a Medical Specialists of St. Augustine shall run from, and include March 1, 2005, and shall expire at 11:59 pm on March 31, 2005.

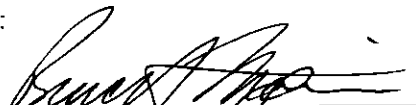
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 23rd day of February, 2005

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

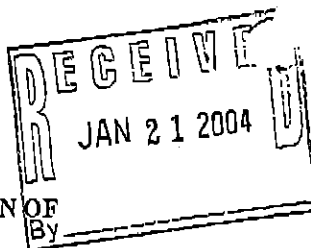
Attest: Cheryl Strickland, Clerk

By:


Deputy Clerk


Bruce A. Maguire, Chair

RENDITION DATE 2-28-05



FILED

03 DEC 31 AM 9:28

CHERYL STRICKLAND
CLERK COUNTY COMMISSION
ST JOHNS COUNTY FL

CONTRACT FOR PROVISION OF
MEDICAL SERVICES
AND HEALTH RELATED SERVICES

THIS CONTRACT is entered into between St. Johns County, Florida (County), and S.S. Marathe, M.D., P.A., D/B/A Medical Specialists of St. Augustine (Provider), a corporation entitled to do business in the State of Florida, and whose address is 240 South Park Circle East, St. Augustine, Florida 32086.

RECITALS

NOW THEREFORE, the County and the Provider hereby agree as follows:

1. Effect of Recitals.

The above-referenced recitals are incorporated by reference into the body of this Contract, and such recitals are adopted as Findings of Fact.

2. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

3. Force Majeure.

The Provider shall neither be held in default, nor in non-compliance with the terms, conditions, or requirements of this Contract, nor shall suffer any enforcement, or penalty relating thereto (including termination, cancellation, and/or revocation of this Contract) where such non-compliance, or alleged default occurred, and/or was caused by a strike, riot, war, earthquake, flood, tidal wave, severe rainstorm, hurricane, or other act of nature, or other act of nature, or other act of nature, or other event that is reasonably

beyond the Provider's ability to anticipate and control. Matters associated with the Provider maintaining sufficient professional, and non-professional staffing are specifically excluded from this force majeure provision.

4. Amendments to this Contract.

A. Both the County and the Provider acknowledge that this Contract constitutes the complete agreement and understanding of the County and the Provider.

B. Further, both the County, and the Provider acknowledge that any change, amendment, modification, revision, extension, or renewal of this Contract (other than expiration, and automatic termination as noted elsewhere in this Contract), shall be in writing, and shall be executed by duly authorized representatives of both the County, and the Provider.

5. Effective Date of Contract; Term of Contract.

This Contract shall be effective from, and commence on, November 25, 2003, and shall continue, through, and including September 30, 2004.

6. Extension and/or Renewal of this Contract.

A. The County is under no obligation whatsoever to extend and/or renew this Contract. Should the County take no official action to extend and/or renew this Contract prior to October 1, 2004, then this Contract shall automatically expire without any further action from the County, or the St. Johns County Board of County Commissioners (Board).

B. The Provider may request a one-year extension of this Contract by submitting a written request to both the County Administrator and the County Community Services Director no later than March 31, 2004. Prior to September 15, the County shall provide written notification to the Provider as to whether the County has agreed to such an extension of this Contract. The written notification shall be either by United States certified mail (return receipt requested), or by hand delivery, so long as the County receives handwritten proof from the Provider, that the Provider has received such written notification. Should the County not provide the Provider with such notice, then this Contract will expire at the close of business on September 30, 2004.

C. The County may request that the Provider accept a one-year extension of this Contract by submitting a written request to the Provider no later than August 1, 2004. Prior to September 1, 2004, the Provider shall provide written notification to the County as to whether the Provider has agreed to such an extension of this Contract. The written notification shall be by either United States certified mail (return receipt requested), or by hand delivery, so long as the Provider receives handwritten proof from the County, that the County has received such written notification. Should the Provider not provide the

County with such notice, then this Contract will expire at the close of business on September 30, 2004.

7. Termination, Cancellation, Revocation of this Contract.

A. Termination, cancellation, and/or revocation of this Contract may be accomplished by any one of the following methods:

- 1) automatically, in the manner noted elsewhere in this Section;
- 2) with cause, in the manner noted elsewhere in this Section;
- 3) without cause, in the manner noted elsewhere in this Section; or
- 4) due to an *emergency situation*, as noted elsewhere in this Section;
- 5) immediately and automatically, upon closure of the Hastings Clinic.

B. An automatic termination, cancellation, and/or revocation of this Contract does not require a separate and/or subsequent notice on the part of the County. It is a particular act or omission that gives rise to the automatic termination, cancellation, and/or revocation. This Contract is automatically terminated, cancelled, and/or revoked under the following conditions:

- 1) an assignment, transfer, or sale of one or more rights contained in this Contract by Provider, without the prior written approval of the County or the Board;
- 2) failure of the Provider to maintain any required, and/or necessary insurance for any period of time;
- 3) failure of the Provider to maintain any required permit, license, certificate, or operating authority for any period of time that exceeds ninety-six (96) hours in length; or
- 4) treatment of a patient by any one of the Provider's staff who is not licensed (at the time of patient visit or patient treatment) or medical board certified (if required) to perform such treatment, and/or assessment of a patient's physical and/or medical condition.

C. If the termination, cancellation, and/or revocation of this Contract is for cause (as defined below), then the County shall provide written notification to the Provider of such termination, cancellation, and/or revocation, by United States certified mail, (return receipt requested), or by hand delivery, so long as the County receives handwritten proof from the Provider, that the Provider received such notification. Termination, cancellation, and/or revocation of this Contract for cause shall require the County to provide written notification to the Provider at least sixty (60) days prior notice. As part of any notification for termination, cancellation, and/or revocation of this Contract for cause, the County shall specifically note the particular Contract term, provision, condition, and/or requirement that has been violated and/or breached, and that has given rise to the termination, cancellation, and/or revocation. As part of notification for termination, cancellation, and/or revocation of this Contract for cause, the County shall give the Provider an opportunity to cure within thirty (30) days of the termination,

cancellation, and/or revocation notification. If the Provider cures, remedies, or satisfactorily explains the alleged violation and/or breach of this Contract, then the County shall cease the termination, cancellation, and/or revocation of this Contract. In such a case, the County shall provide written notification to the Provider that this Contract will not terminate for cause, on a date certain, and that the County retracts the written notification of termination, cancellation, and/or revocation previously mailed/delivered to the Provider. For purposes of this Contract, "cause" shall be defined as:

- 1) failing to provide adequate professional staff at the Hastings Clinic, as noted in this Contract;
- 2) failing to operate the Hastings Clinic for the minimum hours required, as noted in this Contract;
- 3) failing to operate the Hastings Clinic for the specific hours required, as noted in this Contract;
- 4) failing to operate the Hastings Clinic under the conditions set forth in this Contract;
- 5) failing to provide for all necessary medical equipment, diagnostic equipment, lab equipment, and medical supplies, as noted in this Contract;
- 6) failing to provide for janitorial services, as noted in this Contract;
- 7) failing to provide for the collection, cleaning, storage, removal, and/or disposal of bio-medical wastes, as noted in this Contract;
- 8) filing for bankruptcy, or corporate re-organization, under the bankruptcy laws of the United States; and/or
- 9) failing to pay any required taxes, fees, costs, or other required payments noted in this Contract.

D. Either party may terminate, cancel, and/or revoke this Contract without cause upon providing ninety (90) days advance written notification to the other party of such termination, cancellation, and/or revocation of this Contract by United States certified mail, (return receipt requested), or by hand delivery, so long as the party terminating, canceling, or revoking this Contract receives handwritten proof that the other party received such notification. Termination, cancellation, and/or revocation of this Contract without cause shall not require any justification, reason, and/or rationale for such termination, cancellation, or revocation. Such written notification shall specifically note the date that termination, cancellation, and/or revocation is effective.

E. Even in an automatic termination, cancellation, and/or revocation situation, the County may invoke the Continuity of Service Provisions of this Contract (as noted elsewhere in this Contract), so that there is not interruption/disruption in providing medical services, and health-related services to patients at the Hastings Clinic.

F. If the termination, cancellation, and/or revocation of this Contract is due to an *emergency situation*, then the County shall notify the Provider of such termination, cancellation, and/or revocation of this Contract by United States certified mail, (return

receipt requested), or by hand delivery, so long as the County receives handwritten proof from the Provider, that the Provider received such notification. Termination, cancellation, and/or revocation of this Contract due to an *emergency situation*, shall require the County to provide written notification to the Provider at least twenty-four (24) hours prior to such termination, cancellation, and/or revocation of this Contract due to an *emergency situation*. Such notification may set forth Continuity of Service Provisions, in order to provide for an uninterrupted provision of medical services, and health-related services to patients at the Hastings Clinic. This Contract may be terminated, cancelled, and/or revoked due to an *emergency situation* under the following conditions:

- 1) determination by the Board that the short-term health, safety, and welfare interests of either the County, or the County's residents will be negatively impacted by the continued provision of the medical services, and health-related services noted in this Contract by the Provider, or the Provider's professional staff, or the Provider's non-professional staff;
- 2) continuing and/or repeated material breaches of this Contract; and/or
- 3) continuing and/or repeated violations of this Contract that have a negative impact on the continued provision of medical services, and health-related services noted in this Contract by the Provider, or by Provider's professional staff, or the Provider's non-professional staff.

G. This Contract shall immediately and automatically terminate upon the closure of the Hastings Clinic by the County. The County shall close the Hastings Clinic when the maximum compensation available to the Provider has been paid to Provider pursuant to the terms of this Contract unless the County allocates additional funding for operations for the Hastings Clinic. The County agrees to monitor the compensation paid to Provider on a monthly basis to estimate whether the maximum compensation available to Provider will last throughout the term of this Contract.

H. Provider may terminate this Contract for cause upon any material breach of this Contract by the County. Provided, however, that the Provider shall provide the County with written notice of such breach at least sixty (60) days prior to the date of termination. As part of the termination notice, the Provider shall specifically note the particular Contract term, provision, condition, or requirement that has been violated and/or breached, and that has given rise to the termination notification. As part of any notification of termination of this Contract for cause, the Provider shall give the County an opportunity to cure within thirty (30) days of the termination notification. If the County cures, remedies, or satisfactorily explains the alleged violation or breach, then the Provider shall cease the termination of this Contract, and this Contract shall continue in full force and effect, and the Provider shall provide written notice to the County that this Contract will continue in effect.

8. Continuity of Service Provisions.

A. When this Contract expires, is not renewed, or is terminated, cancelled, and/or revoked, then the Provider will not immediately cease the provision of medical services, and/or health-related services if such cessation would deprive or otherwise remove the primary source of health care to patients frequenting the Hastings Clinic. The County shall provide advance written notice to Provider of the County's decision to have Provider continue to provide services pursuant to this Section. The amount of advance notice shall be at least fifteen (15) days prior to the date of termination, cancellation, and/or revocation of this Contract, except in the case of termination, cancellation, and/or revocation of this Contract due to an *emergency situation* (as defined elsewhere in this Contract). In the event the County desires Provider to continue providing medical services, and health-related services to patients after termination, cancellation, and/or revocation due to an emergency situation, the County must give Provider written notice within twenty-four (24) hours of the County's decision to terminate this Contract due to an *emergency situation*.

B. In such a case, the County and the Provider will adopt an interim and transition plan, so there will be a transparent/seamless change in the provision of medical services and health-related services to patients at the Hastings Clinic, from the Provider to the County, or to another qualified health care entity chosen by the County. Unless agreed upon by the Provider, the Provider shall not be required to continue providing medical services, and health-related services under this Contract for a period in excess of ninety (90) days, unless the County is actively pursuing a transition within ninety (90) day period and the transition process reasonably takes longer than ninety (90) days; provided, that in no event shall Provider be required to continue providing such services for a period exceeding one hundred eighty (180) days.

C. During any such interim and transition period, the County and the Provider will determine the method and manner of Reimbursement and Compensation. Provided, if the County and Provider cannot agree upon the manner and method of Reimbursement and Compensation, then the manner of Reimbursement and Compensation provided herein shall apply during the interim and transition period.

D. It is expressly understood that the Provider may not unilaterally abandon the provision of medical services and/or health-related services to patients at the Hastings Clinic. However, should the Provider attempt to abandon the provision of medical services and/or health-related services to patients at the Hastings Clinic, the Continuity of Service Provisions of this Section will become effective, and effectively bar the Provider from such attempted abandonment.

9. Duties and Responsibilities of Provider.

A. Under this Contract, the Provider shall have the following duties and responsibilities:

- 1) providing adequate professional staff for the **Hastings Clinic**, as noted in this Contract;
- 2) providing medical services and/or health-related services at the **Hastings Clinic** for at least the minimum number of hours required, as noted in this Contract;
- 3) providing medical services and/or health-related services at the **Hastings Clinic** for the specific hours required, as noted in this Contract;
- 4) providing medical services and/or health-related services at the **Hastings Clinic**, under the provisions noted in this Contract;
- 5) providing basic and sufficient furniture for operation of the **Hastings Clinic**, as noted in this Contract;
- 6) maintaining insurance in the amounts, levels, and coverages required, as noted in this Contract;
- 7) maintaining all permits, licenses, and other authorizations necessary and required for the operation of the **Hastings Clinic**;
- 8) providing the medical equipment, diagnostic equipment, lab equipment, and medical supplies necessary in order to provide basic primary care medical services, and/or health-related services to patients;
- 9) providing any necessary, and/or required telephone, or Internet service, or maintenance, and repair on such telephone or Internet service at the **Hastings Clinic**;
- 10) collecting, cleaning, storage, removal, and disposal of bio-medical wastes at the **Hastings Clinic**, as noted in this Contract;
- 11) providing any necessary janitorial services at the **Hastings Clinic**, as noted in this Contract; and
- 12) maintaining records, reports, documents, and correspondence in the form, format, and manner required by the County, and for the length of time required by either State, or Federal law, rule or regulation.
- 13) All patients applying at the Clinic for medical care shall be served by the provider up to the safe and reasonable limit of the capacity of the Clinic and the Provider's staff assigned in accordance with this Contract, provided that indigent patients shall be given priority insofar as patients' are those that meet the requirements of current Federal Poverty Guidelines. Such indigent patients shall be charged for medical services at the clinic on a sliding fee scale, payable to the Provider at the Clinic in accordance with the terms of the current Federal Poverty Guidelines that are updated and automatically incorporated herein on an annual basis. All other patients at the Clinic may be charged reasonable fees, payable to Provider, as may be regulated by local, state and federal law.

10. Duties and Responsibilities of the County.

A. Under this Contract, the County shall have the following duties, responsibilities:

~~1) billing Hastings Clinic patients;~~

2)1) providing for maintenance of the flooring and tiles at the **Hastings Clinic**;

- 3)2) providing for the electric, and water, and wastewater utilities at the Hastings Clinic, as noted in this Contract;
- 4)3) providing for the continuing administration, and enforcement of all Contract terms, conditions, provisions, and requirements, as noted in this Contract; and
- 5)4) providing for the continuing evaluation of the Provider, in light of the terms, conditions, provisions, and requirements noted in this Contract.

11. Use of the Hastings Clinic.

A. The Provider shall provide approved medical services, and health-related services to patients at the Hastings Clinic. Unless 1) noted in this Contract, 2) authorized in writing by the Board, or 3) approved in an *emergency situation* not to exceed ten (10) days, the Provider may only provide *approved* medical services and/or health-related services at the Hastings Clinic.

B. The *approved* medical services, and/or health-related services shall be such services as typically provided by a primary care practitioner. Such services shall include pediatrics care at the Hastings Clinic. For illustrative purposes only, *approved* medical services, and health-related services *shall not* include diagnostic testing (such as MRI or CT scan), X-ray services, or lab work (except as provided on Exhibit A attached hereto, and incorporated herein, by this reference).

C. The Provider will not be eligible for compensation for medical services and/or health-related services provided to, and/or performed on patients at the Hastings Clinic, or were authorized in writing, by the Board to be performed/provided at a site other than the Hastings Clinic.

D. The County authorizes and permits the Provider to perform/provide medical services and health-related on migrant/seasonal patients associated with St. Vincent's/Vincent's and the St. Johns County Health Department.

E. A violation and/or breach of any one of the terms, conditions, provisions, and requirements noted in this Section shall be treated as a material breach of this Contract.

12. Number of Hours and Specific Hours at the Hastings Clinic.

A. The Provider shall provide at least forty (40) hours of medical services, and health-related services at the Hastings Clinic to patients, by adequate Provider professional staff and, if necessary or needed, non-professional staff. A minimum of thirty-five (35) hours shall be devoted to direct patient care, and five (5) hours devoted to health-related services.

B. Over the term of the Contract, the Provider shall ensure that there is at least one qualified licensed physician present at the Hastings Clinic to perform/provide medical services and health-related services for Hastings Clinic patients for a minimum of eighty percent (80%) of all hours that the Hastings Clinic is open. At all times when a licensed physician is not physically present at the Hastings Clinic during open hours, Provider shall ensure that a licensed physician is on call and readily available to provide necessary assistance.

C. At a minimum, the Hastings Clinic shall be open, and the Provider's professional staff and non-professional staff shall perform/provide medical services and fully staffed health-related services for Hastings Clinic patients during the following hours of at least 40 hours per week. The particular days of each week and hours of each day that required service is provided in said Clinic shall be determined by the Provider, using sound judgment of medical needs of the services population provided flexible clinic hours with service until 7:00 pm at least two (2) days per week.

- 1) ~~Monday through Thursday 11:00 am - 8:00 pm~~
- 2) ~~Friday 9:00 am through 1:00 pm~~

13. Professional Staff at Hastings Clinic.

A. For purposes of this Contract, the Provider's professional staff shall include licensed and/or certified (by the State of Florida) physicians, physician assistants, nurses, nurse practitioners, medical assistants, and other qualified individuals, as allowed, and to the extent permitted by the State.

B. For purposes of this Contract, the Provider's non-professional staff shall include office assistants, secretaries, and other individuals, as allowed, and to the extent permitted by the County.

14. Provider's Warranty With Respect to this Contract, and With Respect to Professional and Non-Professional Staff at Clinic.

The Provider shall meet its obligations under this Contract as an independent contractor of the County, not as an employee of the County. The Provider's professional staff, non-professional staff, and agents that carry out the Provider's obligations under this Contract shall not be employees or contractors of the County. With respect to the Provider's professional staff, and non-professional staff, the Provider shall singularly be responsible for assuring compliance with all Federal, State, and Local laws, rules, and regulations relating to working conditions, wage, hours of work, tax payments and deductions, social security, workers' compensation, immigration and immigration/residency status, and other such laws that pertain to, or are applicable with respect to Provider's employees. The Provider warrants that all services shall be performed by skilled, competent, and licensed (where necessary) personnel in conformance with the accepted professional, and technical standards in the field. The Provider further shall secure at its own expense, all necessary personnel (both

professional staff and non-professional staff) required, in order to perform the medical services, and health-related services noted in this Contract, and that such professional, and non-professional staff shall be fully qualified, and if required, authorized, permitted, certified, and/or licensed under Federal, State, and/or Local Law to perform such services. Where licenses, permits, and certifications for the provision of medical services, and health-related services performed/provided under this Contract as required by Federal or State laws, rules, or regulations, the Provider is responsible for providing documentation of such licenses and certification to the County, upon twenty-four (24) hours prior notification/request.

14. Furniture.

The Provider shall supply, and maintain, at no cost to the County, the basic furniture needs for the Hastings Clinic, which shall include necessary chairs, desks, tables, and cabinets. If permitted under the County purchasing policy, the Provider may secure surplus County furniture, in order to fulfill and satisfy the Provider's furniture responsibility and obligation. To the extent permitted by law, the County shall provide to the Provider a list of such available surplus furniture on a quarterly basis (or such other basis as the list is updated).

15. Telephones and/or Internet Service.

To the extent that telephones and/or Internet service is necessary in order to perform/provide medical services, and health-related services at the Hastings Clinic shall obtain, supply, and maintain, at no cost to the County, such telephones, and/or Internet service.

16. Provider Responsible for Maintenance at the Hastings Clinic.

The Provider shall be responsible for maintaining the Hastings Clinic in as clean a condition as possible. The Provider may contract with another party, for the purpose of performing janitorial and/or cleaning services for the Hastings Clinic.

If the Provider fails to maintain the Hastings Clinic in as clean a condition as possible, then the County may contract with another party for the purpose of performing janitorial and/or cleaning services for the Hastings Clinic. In such case, the County may seek reimbursement from the Provider for all reasonable costs associated with janitorial and/or cleaning costs.

17. Medical Equipment, Diagnostic Equipment, Lab Equipment, Medical Supplies.

The Provider shall obtain, supply, and maintain, at no cost to the County, such medical equipment, and medical supplies deemed necessary by Provider to provide medical services and health-related services to the patients at Hastings Clinic. The County may purchase additional equipment that the County deems beneficial in the treatment of

patients at the Hastings Clinic. Should the County purchase medical equipment, diagnostic equipment, lab equipment, or medical supplies, then such equipment, and unused supplies will remain with the County at the termination/expiration/revocation of this Contract. A list of current equipment supplied by the Provider at the Hastings Clinic is attached and incorporated into this Contract as Exhibit _____. The County acknowledges that such equipment noted in Exhibit _____, is, and will remain the property of the Provider.

18. Collection, Cleaning, Storage, Removal, and/or Disposal of Bio-medical Wastes.

The Provider shall be responsible, at no cost to the County, for the collection, cleaning, storage, removal, and/or disposal of bio-medical wastes from the Hastings Clinic. The Provider may contract with another entity in order to collect, clean, store, remove, and/or dispose of such bio-medical wastes, provided that the Provider retains the ultimate responsibility for the collection, cleaning, storage, removal, and/or disposal of such bio-medical wastes from the Hastings Clinic. The Provider will abide by, and comply with, any, and all, applicable rules, regulations, terms, provisions, requirements, of local, State, and Federal law (including any responsible agencies of those governmental entities) concerning the collection, cleaning, storage, removal, and/or disposal of bio-medical wastes. For purposes of this Section, and this Contract, *bio-medical wastes* shall have the same meaning as that noted by the United States Occupational Safety and Health Administration (OSHA).

If the Provider fails to collect, clean, store, remove, and/or dispose of bio-medical wastes from the Hastings Clinic, then the County may contract with another party for the collection, cleaning, storage, removal, and/or disposal of such bio-medical wastes. In such case, the County may seek reimbursement from the Provider for all costs associated with the collection, cleaning, storage, removal, and/or disposal of such bio-medical wastes.

6. Compensation to Provider.

The maximum amount available as compensation to the Provider, under this Contract is two hundred thousand dollars (\$200,000.00). The request for payment, and the procedure for payment shall be as noted in this Contract.

For purposes of this Contract, the compensation shall be paid over the ten (10) month Contract term, in monthly installments, representing one-tenth (1/10) of the value of the Contract, which amounts to twenty thousand dollars (\$20,000.00) per month.

For the month of December 2003, the Provider shall submit to the County, an approved County Payment Request Form (attached and incorporated herein) no later than January 20, 2004. For the months of January 2004, through August 2004 the Provider shall submit to the County, an approved County Payment Request Form no later than

the twentieth (20th) day of the following month. For the month of September 2004, the Provider shall submit an approved County Payment Request Form no later than October 10, 2004. If the Provider does not submit such a Form within the time frame specified above, then it is possible that the time frame for payment of monthly compensation to Provider will be negatively affected and/or delayed.

The approved County Payment Request Form received from the Provider pursuant to this Contract will be reviewed by the County for authenticity, accuracy, sufficiency of medical services and health-related services provided, and funds received. Each approved County Payment Request Form submitted by the Provider must reference the Contract Number and month(s) for which payment (via the County Payment Request Form) is requested.

7. Insurance.

A. The Provider hereby states and affirms that Provider and Provider's professional staff currently has, and will maintain any, and all insurance coverage that is required by the laws of the United States, and the State of Florida, for the duration of this Contract. Further, the Provider shall not commence work under this Contract until it has provided current and existing certificates of all necessary and required insurance to the County Administrator. All insurance policies shall be issued by companies authorized to do business in the State Florida. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Contract. The Provider shall have the County added as an additional insured.

B. Failure of the Provider to maintain all necessary and required insurance shall be deemed both a material breach of this Contract, and an *emergency situation*, which will allow the County to take whatever measure are allowed under this Contract or State or Federal law to protect the County's interests, and/or the interests of County residents who might be affected by such material breach or *emergency situation*.

C. The Provider shall maintain during the term of this Contract, comprehensive coverage including contractual liability and general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, three million dollars (\$3,000,000.00) aggregate, in order to protect the Provider and the County from claims for damages for bodily and personal injury, including wrongful death, as well as, from claims of property damages which may arise from any operations of this Contract, whether such operations are by the Provider, or by anyone directly employed or contracting with the Provider.

D. If the Provider maintains, uses, owns, or leases, or otherwise operates vehicles in order to provide the medical services, and/or health-related services noted in this Contract, then the Provider shall maintain, during the term of this Contract, comprehensive automobile liability insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) per person, and three hundred thousand dollars (\$300,000.00) per occurrence, combined single limits, in order to protect the Provider

and the County from claims for damages for bodily injury, including wrongful death, as well as, from claims for property damage, which may arise from the ownership, use, maintenance, or operation of owned, or non-owned automobile, including rented or leased or timed-share automobiles whether such operations are by the Provider, or by anyone directly or indirectly employed by the Provider.

E. The Provider shall maintain during the term of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by applicable State and/or Federal law. If the Provider is not required to maintain Workers' Compensation Insurance and Employer's Liability Insurance under State law. Verification noting this exclusion shall be provided to the County by the Provider's Insurance Carrier.

F. All insurance, other than Professional Liability and Workers' Compensation, that is required to be maintained by the Provider shall specifically include the County as an "Additional Insured" except where such coverage is specifically waived in writing by the County.

G. The insurance requirement is deemed contractual, and the County shall be deemed responsible, or liable to any third party for any failure by the Provider to secure and maintain, and/or applicable insurance coverage.

H. Based on information or recommendation supplied by the County's Risk Manager, the County may require adjustments and/or revisions to this Section at any time during the term of this Contract.

8. Indemnification.

A. The Provider shall indemnify and holds harmless, and defend the County, its officials, agents, servants, and employees from and against any, and all, claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Provider, Provider's professional staff, Provider's non-professional staff, Provider's agents, servants, or employees of Provider.

B. The Provider further agrees to indemnify, holds harmless, and defend the County, its officials, agents, and employees from any against any, any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Provider not already included in this Section, and for which the County, its Board, agents, servants, or employees are alleged to be liable. The Provider also agrees that the funds made available pursuant to this Contract shall not be used by the Provider for the purpose of initiating, pursuing, or defending litigation against the County.

9. Non-Discrimination.

The Provider warrants and represents that all of the professional staff, all of the non-professional staff, all volunteers, employees, clients, and other participants in the programs, services, and activities of the Provider are treated equally, and without regard to race, color of skin, sex, age, handicap/disability/impairment, national origin, veteran's status, or marital status as required by applicable Federal, State, and local laws, rules, and regulations. Failure to comply with the provisions set forth in this Section shall be deemed a material breach of this Contract.

10. Notices.

All notices and correspondence related to 1) the termination, 2) extension, 3) notification of material breach, or 4) notification of an emergency situation under this Contract, to either the County, or the Provider, shall be delivered in person (if acceptance from the other party can be obtained), or by US Mail, certified, return receipt requested, to the person(s) noted in this Section. All other notices and correspondence may be delivered by acceptable and/or legal means available, including, but not limited to, US Mail, hand delivery, or electronically (via e-mail or facsimile, or wireless technology).

If addressed to the County, any, and all, notices and correspondence shall be delivered/mailed/transmitted to:

Gloria J. Benischeck
County Community Services Manager
1955 U.S. 1 South
St. Augustine, FL 32086

and

Ben W. Adams, Jr.
County Administrator
P.O. Drawer 349
St. Augustine, FL 32085-0349

If addressed to the Provider, any, and all, notices shall be delivered/mailed/transmitted to:

S.S. Marathe, M.D.
Medical Specialists of St. Augustine
240 Southpark Circle East
St. Augustine, FL 32086

11. Governing Law and Venue.

This Contract shall be construed according to the Laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the County and the Provider hereto, have cause this Contract to be executed this 31st day of December, 2003.

ST. JOHNS COUNTY

Bruce A. Maguire
Bruce A. Maguire
Vice Chairman, Board
of County Commissioners

ATTEST: Cheryl Strickland, Clerk of Court

By: Yvonne King
Depury Clerk

PROVIDER

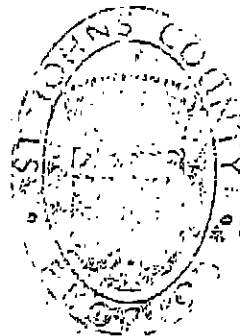
[Signature]

Sharon M. Koufas
Witness Signature

Sharon M. Koufas
Witness Typed or Printed Name

[Signature]
Witness Signature

Laura Schrammer
Witness Typed or Printed Name



HASTINGS Primary Care Clinic Information Report

	ACTUAL NUMBERS		
	Current Month	Previous Month	Totals Year to date
Number of New Patients Enrolled			
Total Number of Patients Seen			
Total Number of Physician Service Hours			
Number of Patients Seen in Category A (0%)			
Number of Patients Seen in Category B (17%)			
Total Number "Indigent Patients" Seen (sum of A & B)			
Number of Patients Seen in Category C (33%)			
Number of Patients Seen in Category D (50%)			
Number of Patients Seen in Category E (67%)			
Number of Patients Seen in Category F (83%)			
Number of Patients Seen in Category G (100%)			
Total Number Patients in "C - G" Categories Seen (sum of C - G)			
Total Number of Patients Category Undetermined			
Number of Patients with other insurance (excluding Medicare & Medicaid)			
Number of Patients w/ Medicare			
Number of Patients w/ Medicaid			
Number of Patients Uninsured			