

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AND STATE OF FLORIDA DEPARTMENT OF HEALTH/ST. JOHNS COUNTY HEALTH DEPARTMENT AUTHORIZING THE CHAIRMAN OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY**

**WHEREAS**, the Board of County Commissioners of St. Johns County (the "Board") is providing grant funds to State of Florida Department of Health/St. Johns County Health Department ("Provider") for the purpose of providing Primary Care Services to St. Johns County residents; and,

**WHEREAS**, both the Board and the Provider have agreed to the contract to include the assurance of delivery of Primary Care Services for low-income, uninsured, and underinsured County residents; and,

**WHEREAS**, both the Board and the Provider have agreed to compensation for this year, in the amount of the contract not to exceed One Million, Four Hundred and Sixty thousand dollars (\$1,460,000.00), for Primary Care Services for low-income, uninsured, and underinsured County residents through September 30, 2006; and

**WHEREAS**, the Board has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

**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.

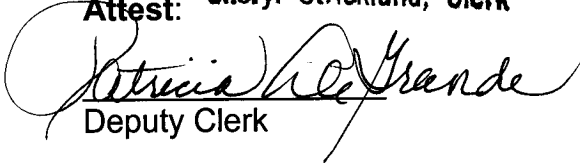
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the Board of County Commissioners of St. Johns County, Florida, and the State of Florida Department of Health/St. Johns County Health Department and authorizing the

Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Agreement on behalf of the County.

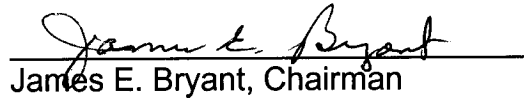
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 10th day of January, 2006

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

**Attest:** Cheryl Strickland, Clerk

  
Deputy Clerk

**By:**

  
James E. Bryant, Chairman

RENDITION DATE 1-12-06



7 yes. 06-08

**THIS CONTRACT** is entered into between the St. Johns County Board of County Commissioners, hereinafter referred to as the **County**, and the State of Florida, Department of Health, St. Johns County Health Department, hereinafter referred to as the **Department**.

**THE PARTIES AGREE:**

**I. DEFINITION OF TERMS:**

- A. "Department" is identified as the State of Florida Department of Health, St. Johns County Health Department.
- B. "Contracted Provider" is identified as Flagler Hospital, Inc.
- C. "County" is identified as St. Johns County Board of County Commissioners.
- D. "Primary Care Services" are identified as basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventative health services and continuing management of the health care needs of registered clients.
- E. "Primary Care Client" a client who has been determined to be eligible for primary care services and receives any client services under this contract.
- F. "Indigent Client" is a client who has income less than 200% of the Federal poverty guidelines as of July, 2005.
- G. "Primary Care Encounter" A primary care service visit per eligible enrolled client. Such services as drawing blood, collecting urine specimens, performing some laboratory test, taking x-rays or filling/dispensing prescriptions are ancillary to an encounter and, in and of themselves do not generally constitute an encounter.
- H. "Blended visits" refer to the combined total number of Primary Care Encounters of eligible enrolled clients who are either Category A or Category B (both category A and B clients are clients with an income of less than 200% of the Federal poverty guidelines as of July, 2005).

**THE DEPARTMENT AGREES:**

**A. Services**

- 1. To assure that Contracted Provider provides Primary Care Services up to the safe and reasonable limit of capacity of the designated clinic and the Contracted Provider's staff assigned in accordance with the contract provided that Indigent Clients shall be given priority insofar as such priority will not endanger another client.
- 2. To assure that the Contracted Provider's primary care clinics will offer comprehensive adult primary care and referral services. Services at Contracted Provider's main primary care clinic currently located at **Flagler Hospital, 400 Health Park Blvd, St. Augustine, FL 32086** will specifically not include HIV-related screenings or care, OB, Pediatrics, IV Chemo, Well-baby, Family Planning, or emergency care services. Services at Contracted Provider's secondary primary care clinic currently located at **Hasting Clinic, 201 W. Latin Street, Hasting, FL 32145** will offer only comprehensive adult primary care and referral services, pediatrics and well-baby services.
- 3. To assure Contracted Provider operates a twenty-four hour telephone access line to provide for Primary Care Clients who have after-hours inquiries, medical emergencies, and referral concerns.
- 4. To assure Contracted Provider will maintain sufficient staff to deliver the agreed upon services.
- 5. To assure Contracted Provider operates within acceptable medical, ethical and legal standards by maintaining their hospital accreditation.
- 6. To assure Contracted Provider provides a total number of hours of physician and physician assistant availability to Primary Care Clients in the Flagler Hospital primary care clinic location at minimum fifty (50) hours each week.
- 7. To assure Contracted Provider provides a total number hours of physician and physician assistant/ARNP availability to Primary Care Clients in the Hastings Clinic location at minimum forty (40) hours each week.
- 8. To assure Contracted Provider has at least 3500 Blended Visits per year at the Flagler Hospital primary care clinic location.
- 9. To assure Contracted Provider has at least 440 Blended Visits per year at the Hasting primary care clinic location.
- 10. To assure Contracted Provider's Flagler Hospital primary care clinic location is open no less than 250 days per year.
- 11. To assure Contracted Provider's Hasting primary care clinic location is open no less than 200 days per year.

**B. Requirements/Deliverables**

- 1. To assure units of deliverables, including reports and client satisfaction surveys as specified below, to be received and accepted by the County contract manager prior to payment.
  - a) To provide a comprehensive monthly report that details Primary Care Clients served by Medicaid category at each

primary care clinic.

- b) To provide a comprehensive monthly report that details the total number of Primary Care Clients served per day at each primary care clinic.
- c) To provide a comprehensive monthly report that details the standard charges for the services and activities performed for Primary Care Clients.
- d) To provide a monthly report that estimates the actual expenses for the services and activities performed for Primary Care Clients.
- e) To provide a comprehensive monthly report that details the amount of funds received from third party reimbursements for services and activities performed for Primary Care Clients.
- f) To provide copies of all available client satisfaction surveys on a quarterly basis.
- g) To provide a bi-annual demographics report that covers all Primary Care Clients.

2. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

#### **C. To the Following Governing Law**

1. State of Florida Law. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
2. HIPAA: Where applicable, the Department and its Contract Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
3. The Department will adhere to applicable federal, state, and local laws, regulations, administrative rules, policies and procedures.

#### **D. Audits, Records, and Records Retention**

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Department will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **E. Monitoring by the County**

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

#### **G. Insurance**

The Department agrees to assure that the identified Contracted Provider and any additional subcontractor will provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) thereof. Upon the execution of this contract, the Department shall furnish the

County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to obtain its own additional insurance.

#### **H. Safeguarding Information**

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

#### **I. Assignments and Subcontracts**

1. The County understands and agrees that the Department will be contracting with Flagler Hospital, Inc. to provide direct client services under this contract. See Attachment I.
2. The Department agrees to neither assign the responsibility of this contract to a party, other than Flagler Hospital, Inc., nor subcontract for any of the work under this contract without prior written approval of the County, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
3. The Department agrees to neither reassign nor materially change the existing contract with Flagler Hospital, Inc, without the prior approval of the County.

#### **J. Facilities**

Department agrees that if any County owned buildings are utilized in the performance of this contract a valid Memorandum of Understanding and/or lease with the actual user of the facilities will be executed with the County within 45 days after execution of this contract. If such Memorandum of Understanding and/or fails to be executed County may refuse or limit the use of the County building for purposes relating to the performance of this contract.

#### **K. Independent Capacity of the Contractor**

1. The Department agrees to take such actions as may be necessary to ensure that each subcontractor of the Department will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the Department or County.
2. Unless justified by the Department and agreed to by the County in writing, the County will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Department, or its subcontractor or assignee.
3. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Department and the Contracted Provider, the Department and the Contracted Provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Department and its Contracted Provider.

#### **L. Information Security**

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

#### **M. Notification Requirements**

Department agrees to inform the County in writing of the termination of the Director of the St. Johns County Health Department or equivalent position within 10 days of termination. This notification will describe the interim arrangements, if any, to fill the position. The name of the person assuming the position will be provided to the County in writing within 10 days of hiring.

## **II. THE COUNTY AGREES:**

#### **Contract Amount**

To pay for contracted services according to the conditions of set forth below in an amount not to exceed \$1,460,000.00 as set-forth in the State and County Core Contract for 2005-2006.

**III. METHOD OF PAYMENT**

**A. PAYMENT**

This is a fixed price (unit cost) contract. The County shall pay the Department for assuring the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$1,460,000.00. The County agrees to pay for service units at the price and limits listed below:

<u>Location</u>	<u>Service Units</u>	<u>Unit Price per Month</u>	<u>Maximum # of Units</u>	<u>Total</u>
1. Flagler Hospital 400 Health Park Blvd. St. Augustine, Florida 32 086	One month of comprehensive Primary health care services to include a monthly average of 291 Blended Visits, ancillary services, contracted physician specialist services and making referrals.	\$109,166.66	12	\$1,310,000.00
2. Hastings Clinic 201 W. Latin St. Hastings, Florida 32145	One month of comprehensive Primary health care services to include a monthly average 37 Blended Visits, ancillary services, contracted physician specialist services and making referrals.	\$12,500.00	12	\$150,000.00

**B. INVOICE REQUIREMENTS**

1. The Department shall request payment on a monthly basis through submission of a properly completed invoice.
2. Invoices for payment shall be submitted to the County contract manager by the last day of the month following the month for which payment is requested. No payment will be made for any month unless the County has received the required reports specified above for that month.
3. Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not by themselves, or cumulatively by totaling service units on previous invoices exceed the total number of units authorized by this contract.
4. All invoices and other documentation shall be submitted to the County contract manager at the address listed in paragraph IV.D.3 below.

**C. SPECIAL PROVISIONS**

Clients served under this contract may not be discharged or disenrolled for failure to make payments to the Department or the Contract Provider for services received under this contract.

**IV. THE DEPARTMENT AND THE COUNTY MUTUALLY AGREE**

**A. Effective and Ending Dates**

This contract shall begin on October 1, 2005 or on the date on which the contract has been signed by both parties, whichever is later.

It shall end on September 30, 2006.

**B. Termination**

**1. Termination at Will**

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

**2. Termination for Breach**

This contract may be terminated by either party for non-performance or material breach upon no less than seven days (7) days notice in writing to the Department. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

The County's obligation to make any payments, for services as yet to be provided, under any provision of this contract shall cease on the effective date of termination.

**C. Renegotiation or Modification**

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

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

1. The name (Department name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

St. Johns County Health Department  
1955 US 1 South, Suite #100  
St. Augustine, FL 32086  
904-825-5055

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

Joelle Sutton, Contract Manager  
1955 US1 South, Suite #100  
St. Augustine, FL 32086  
904-825-5055 ext 1009

3. The name, address, and telephone number of the contract manager for the county for this contract is:

Gloria Benischeck (904) 825-6801 ext.253  
SJC Health & Human Svcs. Dept.  
1955 US 1 South, Suite D9  
St. Augustine, FL 32086

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

**E. All Terms and Conditions Included**

This contract and its attachments as referenced, Attachment I – Current contract and amendments between St Johns County Health Department and Flagler Hospital contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

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

**IN WITNESS THEREOF,** the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

DEPARTMENT **ST. JOHNS COUNTY HEALTH DEPARTMENT**

**ST. JOHNS COUNTY BOARD**

**OF COUNTY COMMISSIONERS**

SIGNED BY: Bonita J. Sorensen

SIGNED BY: James E. Bryant

NAME: BONITA J. SORENSEN, M.D., M.B.A.

NAME: James E. Bryant

TITLE: DEPUTY STATE HEALTH OFFICER

TITLE: Chairman

FLORIDA DEPARTMENT OF HEALTH

DATE: 2.2.06

DATE: 1-12-06

## ATTACHMENT I

### A. SERVICES TO BE PROVIDED

#### 1. Definition of Terms

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this contract.
- c. **Primary Care Encounter.** A primary care service visit per eligible enrolled client. Such services as drawing blood, collecting urine specimens, performing laboratory tests, taking x-rays or filling/dispensing prescriptions are ancillary to an encounter and, in and of themselves, do not constitute an encounter.

#### 2. General Description

##### a. General Statement

- (1) Primary Care Services will be provided which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures will be adhered to.

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

- c. **Scope of Service.** The Primary Care Clinic at Flagler Hospital will offer comprehensive adult primary care and referral services. During this time, services will specifically not include HIV-related screening or care, OB, Pediatrics, IV Chemo, Well-baby, Family Planning, or emergency care



services. The Hastings Clinic will offer comprehensive adult primary care and referral services, pediatrics and well-baby services. During this time, services will specifically not include HIV related screening or care, OB, IV Chemo, Family Planning, or emergency care services.

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

### 3. Clients Served.

- a. General Description. 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 the contract, provided that indigent patients shall be given priority insofar as such priority will not endanger another patient. "Indigent Patients" are those that meet 150% of the requirements of current Federal Poverty Guidelines (Attachment II) attached hereto and incorporated herein by reference). Such indigent patients shall be charged for medical services at the clinic on a sliding fee scale, payable to the provider in accordance with the terms of the Federal Poverty Guidelines that are updated and automatically incorporated herein on an annual basis. All other patients at the clinic, including patients with insurance coverage, may be charged reasonable fees, payable to provider, as may be regulated by local, state and federal law.
- b. Client Determination. The provider will determine eligibility for enrollment into the comprehensive primary care program. Eligibility, as defined in section A.3.a, will be re-determined at least annually but no more frequently than every six months. A person determined ineligible shall have the right, however, to request re-determination of eligibility at any time if his/her income situation changes.

## **B. MANNER OF SERVICE PROVISION**

### 1. Service Tasks

Primary care provider will offer the following services:

- a. Ambulatory care services consistent with acceptable medical practice and the standards of the professional associations.

- b. Preventive health services and continuing management of the health care needs of registered clients, including referral, when needed, for secondary or tertiary care;
- c. Primary care screening services, including routine pap smears.
- d. Twenty-four hour telephone access shall be provided by Flagler Hospital for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
  - (1) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
  - (2) speaking to an answering service that will contact a health professional. The on-call health provider shall be a physician, physician assistant or an advance registered nurse practitioner.
  - (3) calling an answering machine that will give the caller the telephone number of the nearest emergency room.
- e. The provider shall deliver all of the primary care services, or it shall arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the provider shall offer to registered clients, the provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client.

## 2. Staffing Requirements

- a. Staffing Levels. The provider will maintain sufficient staff to deliver the agreed upon services.
- b. Professional Qualifications.
  - (1) All physicians, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care clients referenced above must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.
  - (2) The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with

providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

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

c. Staffing Changes.

- (1) The Contract Manager must be notified in writing of termination of employment of the President/CEO of Flagler Hospital or equivalent position within 10 days of termination. This notification will describe the interim arrangements, if any, to fill the position. The name of the person assuming the position will be provided to the Contract Manager in writing within 10 days of hiring.

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

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

3. Service Hours, Location and Equipment

- a. Hours of Service. The particular days of each week and hours of each day that required services are provided in the clinic shall be determined by the provider, using sound judgment of medical needs of the serviced, so long as the total hours of physician and physician assistant availability to patients in the clinic are at a minimum of fifty (50) hours each week at the Flagler Hospital location and a minimum of forty (40) hours each week at the Hastings Clinic.

b. Service Delivery Location

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

- |   |  |
|---|--|
| (1) Flagler Hospital<br>400 Health Park Boulevard<br>St. Augustine, Florida 32086 | (2) Hastings Clinic<br>201 W. Latin Street<br>Hastings, FL 32145 |
|---|--|

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

- c. Changes in Location. The Contract Manager must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location will be made to assure the continuity of the program and the safety and welfare of the clients.
- d. Equipment. The provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Reports

(1) Service Reporting

Provider must submit reports of client services provided monthly under this contract. Monthly reports will be submitted with the monthly invoice and will include the following information:

- (a) Patients served by category
- (b) Patients served daily
- (c) Standard charges for patient services and activities
- (d) Estimated actual expenses for patient services and activities
- (e) Amount received from third party reimbursements

(2) Client Satisfaction Surveys

All clients shall receive quality medical care and be treated with dignity and respect. The provider will provide a client satisfaction survey (Attachment IV) to randomly sample a minimum of 20 primary care clients seen during each bimonthly period of the contract. Completed

forms will be forwarded to the department's Contract Manager within 20 days after the end of the quarter.

(3) Quality Assurance Review

The Provider shall maintain an ongoing, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced in Chapter 64F-10.009, Florida Administrative Code. The quality assurance review shall be conducted at least quarterly and will include a minimum of 20 records. Copies of each quality assurance report should be forwarded to the contract manager and placed in the contract file. The findings of the quality assurance report should be discussed between the Provider and the CHD and steps should be taken to resolve any identified problem areas.

5. Performance Specifications

a. Standards Definitions

- (1) The Provider shall provide comprehensive adult primary care and referral services at a minimum of fifty (50) hours per week at the Flagler Hospital location and a minimum of forty (40) hours per week at the Hastings Clinic location.
- (2) The Provider shall achieve a satisfactory or better rating on 85 % of client satisfaction surveys.

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

c. Monitoring and Evaluation Methodology

- (1) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department will terminate the contract in the absence of any extenuating or mitigating

circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

- (2) The provider will be monitored a minimum of once per the contract period. Monitoring will be accomplished through a review of the case files, quality assurance reviews and client satisfaction surveys, to verify that the information in reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.
- (3) If a corrective action plan is indicated, the provider will submit to the department, in writing, plans to correct the deficiencies within 30 days of receiving the department's written monitoring report. The Department will provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

#### 6. Provider Responsibilities

- a. **Provider Unique Activities.** The provider will maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the provider is unable, or is going to be unable to provide the required quality or quantity of services.
- b. **Coordination with other Providers/Entities.** The provider shall coordinate services with other providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other providers to render services to the eligible client does not alleviate the contract provider from the obligation to provide tasks or services as outlined in this contract.

#### 7. Department Responsibilities

- a. **Department Obligations.** The Department has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.
- b. **Department Determinations.** The Department shall have the final authority as to the distribution of funds available for this contract.

**C. METHOD OF PAYMENT**

1. Payment.

This is a fixed price (unit cost) contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$1,410,000.00 subject to the availability of funds. The Department agrees to pay for service units at the unit price and limits listed below:

LOCATION	SERVICES/ UNITS	UNIT PRICE PER MONTH	MAXIMUM # OF UNITS	TOTAL
<u>Flagler Hospital</u> 400 Health Park Boulevard St. Augustine, Florida 32086	One month of comprehensive primary health care services	\$105,000.00	12	\$1,260,000.00
<u>Hastings Clinic</u> 201 W. Latin Street Hastings, Florida 32145	One month of comprehensive primary health care services	\$12,500.00	12	\$150,000.00

2. Invoice Requirements

- a. The provider shall request payment on a monthly basis through submission of a properly completed invoice (Attachment III).
- b. Invoices for payments shall be submitted to the Contract Manager by the 20<sup>th</sup> of the month following the month for which payment is requested. No payment will be made for any month unless the department has received the required reports specified above for that month.
- c. Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.
- d. All invoices and other documentation shall be submitted to the contract manager at the address listed in paragraph III.D.3. of the standard contract.

**D. SPECIAL PROVISIONS**

1. Patients served under this contract may not be discharged or disenrolled for failure to make payments to Provider.

END OF TEXT