

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, AND MEDICAL SPECIALISTS, P.A., AUTHORIZING THE COUNTY ADMINISTRATOR OF ST. JOHNS COUNTY TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

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

WHEREAS, the St. Johns County Health Department subsequently contracted with Flagler Hospital to provide Adult Primary Care Services to the residents of St. Johns County; and

WHEREAS, the St. Johns County Health Department is no longer able to contract with the County for Adult Primary Care to provide such medical services or to contract with Flagler Hospital to provide Adult Primary Care services; and,

WHEREAS, Medical Specialists, P.A., has provided, through a contract with Flagler Hospital, Adult Primary Care Services for County residents through a Hastings Clinic; and,

WHEREAS, Medical Specialists, P.A. is willing to contract with the County for Adult Primary Care services for a period of six months so medical care for low income residents may continue uninterrupted; and,

WHEREAS, both the Board and Medical Specialists, P.A. (the "Provider") have agreed to the contract from April 1, 2008 until September 30, 2008 as well as both having agreed to the continuation of 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 total amount of the contract not to exceed Eighty-three thousand, two hundred and eleven dollars (\$83, 211.00), for Primary Care Services for low-income, uninsured, and underinsured County residents through September 30, 2008; 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:

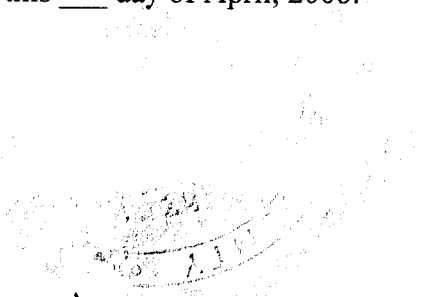
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the primary care contract from April 1, 2008 to September 30, 2008, and to terms, provisions, conditions, and requirements of the Agreement between the Board of County Commissioners of St. Johns County and Medical Specialists, P.A. and authorizing the County Administrator 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 1st day of April, 2008.

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

Attest:



Pam Halterman

Deputy Clerk

By:

Thomas G. Manuel

Thomas G. Manuel, Chairman

RENDITION DATE 4/4/08

Contract No. _____
Funding Source: _____

CONTRACT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
And
Medical Specialists, P.A.
For the Operation of the
Hastings Primary Care Clinic

THIS CONTRACT is made and entered into between Medical Specialists, P.A. hereinafter referred to as "**PROVIDER**" and the St. Johns County Board of County Commissioners, hereinafter referred to as "**COUNTY**."

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the St. Johns County residents through the **PROVIDER** according to this Contract, the **PROVIDER'S** intent as stated in the attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I SCOPE OF SERVICES

The Hastings Primary Care Clinic was created to provide adult and pediatric primary care for the residents of St. Johns County. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the County and the Provider in the operation of the Hastings Primary Care Clinic.

The parties mutually agree that the **PROVIDER** shall provide those services as set forth in Attachment I through V and Exhibit I, hereof, in order to maintain the levels of service of Adult Primary Care.

ARTICLE II TERM OF CONTRACT

This Contract shall begin April 1, 2008 and ends September 30, 2008, unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$83,211.00**, which is the **COUNTY'S** appropriated responsibility. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article IIIC Deferred

Payment/Return of Funds and Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds.

The COUNTY has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed rate as listed below for Primary Care funds:

<u>Service/Units</u>	<u>Unit Price Per Month</u>	<u>Maximum # of Units Annually</u>
One month of comprehensive primary health care services at the Hastings Clinic location, to include a monthly average of fifty Blended Visits (Categories A & B.)	\$13,868.50	6

If over the six month term of the Agreement there is not a monthly average of fifty Blended Visits, there will be a pro rata reduction in the Unit Price Per Month.

B. Use of the Facility Owned by the COUNTY

As partial consideration for services provided by the PROVIDER, the COUNTY agrees to provide to the PROVIDER the COUNTY owned facility located at 201 W. Latin St., Hastings, Florida for use in seeing the COUNTY'S qualified patients and the PROVIDER'S private patients; whether compensated by direct pay, Medicare/Medicaid, or other 3rd party provider. The PROVIDER specifically understands and agrees that no additional compensation from any source may be collected from the COUNTY'S qualified patients. The use of the COUNTY'S facility shall be subject to the following conditions:

The COUNTY shall be responsible for payment of electrical and water utilities and all routine maintenance.

The PROVIDER shall be responsible for keeping the premises clean and presentable, and for any extraordinary maintenance caused by negligence on the part of the PROVIDER.

The PROVIDER shall not enter into any agreements or contracts whatsoever involving the use of the COUNTY'S facility without express written consent of the COUNTY Administrator.

The PROVIDER shall not use the facility, visual images of the facility, or reference to the facility for any advertisement, promotion, or inducement to any public or private agency to secure grants or funding of any kind without express written consent of the COUNTY Administrator.

The PROVIDER shall not seek any "Special" status for the clinic from any government entity other than the COUNTY without express written consent of the COUNTY Administrator.

C. Deferred Payment/Return of Funds

The COUNTY may defer payment to the PROVIDER for noncompliance with contract deliverables or program requirements.

If as a result of monitoring or audit, service provided is not documented a payment may be deferred. For purposes of calculating the service units on Article III, Section B, only service provided to patients who have been qualified by the employees of Saint Johns County and issued a numbered identification card with an expiration date will be counted. If emergency treatment is provided to a patient who has not been previously qualified and in possession of a Saint Johns County identification card, the provider will have a maximum of thirty days to get the patient qualified according to the criteria contained herein, and the patient's services will be included in the next regular invoice. If overpayment should occur due to services not being properly documented, no future payments will be made until the full amount of overpayment is remitted to St. Johns County or a repayment agreement is accepted by St. Johns County. If the monitoring or audit occurs after the term of this contract, the PROVIDER will be required to remit funds to the COUNTY in accordance with the repayment conditions below.

The PROVIDER agrees to return to the COUNTY any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered COUNTY funds and must be refunded to the COUNTY within thirty (30) days of receiving notice from the COUNTY in writing regarding the overpayment. Should repayment not be made in a timely manner, the COUNTY will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The PROVIDER will be required to reimburse the COUNTY for any acts of non-compliance resulting in disallowed costs or fines.

D. Contract Deliverables

1. Required Reports (check if included in contract)

- Attachment II(a) – Primary Care Contract Invoice – Due: Monthly by the 20th of the following month.** Must be based upon approved unit rates and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the COUNTY of a completed Contract Invoice. Copies of supporting documentation for units provided during the reporting period must be attached to the Payment Request.
- Attachment III(a) and III(b) – Clinic Information Detail Reports – Due: Monthly by the 20th of the following month.** The reports shall contain the amount of qualified patients served by category, the amount of patients served, fees charged for the patient services and activities,

and amounts received from third party reimbursements. The reports must be attached to the monthly Contract Invoice.

- **Attachments IV – Demographics Report: Due: With the Final Contract Invoice for the period covering April 1, 2008 to September 30, 2008.**

E. Contract Closeout

- Final Payment Request – **Due: 10 days following end of contract.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

Audits and Inspections

To the extent permitted by law the **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

To the extent permitted by law the Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any

of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents; provided, however, that the request for such monitoring or audit occur no later than (60) days from the end of the term of this contract."

B. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one(1) year after the final resolution of the action and final resolution of all issues that arise from such action.

C. Independent Audit

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) exceeds three hundred thousand dollars (\$300,000.00), then an original, bound audit of the **PROVIDER'S** financial statements must be submitted to the **COUNTY**, in the form, format, and timeframe noted below, or elsewhere in this contract.

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) **does not exceed** three hundred thousand dollars (\$300,000.00), then an original, bound audit is not required, **however if the COUNTY** determines that an independent audit is warranted (base on among other things, the use of such funds), the **COUNTY may elect** to perform an audit using its own personnel, the Clerk of Courts internal auditor, or an outside professional auditing firm. In such case the **PROVIDER** shall provide full cooperation with the auditors.

Where herein required an original bound audit of the **PROVIDER'S** financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **COUNTY** no later

than one hundred eighty (180) days following the end of **PROVIDER'S** fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

Where herein required the audit must be conducted by an independent, licensed certified public accountant and must be accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "**Audits of States, Local Governments and Non-Profit Organizations**" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this St. Johns County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

ARTICLE V AMENDMENTS

PROVIDER must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees costs, attorneys fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the individuals hired by PROVIDER relating to activities provided under the Contract. All individuals hired by the **PROVIDER** are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **PROVIDER** shall furnish Certificates of Insurance to the **COUNTY** prior to the commencement of operations. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance *naming St. Johns County Board of County Commissioners as Certificate Holder* will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation** – The **PROVIDER** shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if four or more) per Florida Statute 440.02.

2. **Professional Liability** – The **PROVIDER** shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$250,000 per occurrence.
3. **Comprehensive General Liability** – The **PROVIDER** shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$250,000 per occurrence to protect the **PROVIDER** from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may rise from any operations under this Contract whether such operations be by the **PROVIDER** or by anyone directly employed by or contracting with the **PROVIDER**.

The General Liability Policy Certificate shall name “**St. Johns County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**” as “**Additional Insured.**” The **PROVIDER** agrees that the coverage granted the Additional Insured applies on a primary basis, with the Additional Insured’s coverage being excess.

4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency’s funds. The bond amount must be equivalent to the highest daily cast balance or a minimum amount of \$50,000.

C. **Notice of Cancellation or Modification**

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the **St. Johns County Risk Manager, 4020 Lewis Speedway, St. Augustine, Florida 32085-0349.**

ARTICLE VIII SUSPENSION/TERMINATION

A. **Suspension**

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. **Termination by COUNTY**

The **COUNTY** may at any time and for any reason cancel this Contract by giving Thirty (30) days written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving thirty(30) days prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurance and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following.

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.

- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1.800.342.3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1.800.962.2873).
- H. That if personnel in programs under the contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.

- K. That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

ARTICLE X

**HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)**

St. Johns County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is a “covered entity” as the law defines that term. Any “personal health information” (“PHI”) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently “de-identified” to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected ‘staffs’ of the **COUNTY** and **PROVIDER**.

ARTICLE XI NOTICES

Official notices concerning this Contract shall be directed to the following authorized representatives:

PROVIDER:

COUNTY:

Name: Shrirham Marathe
 Title: Owner
 Agency: Medical Specialists, P.A.
 Address: 240 Southpark Cir.
 Suite D9
 St. Augustine, FL 32086
 Telephone: 904.824.8158
 Fax:
 Email: ssmarathemd@gmail.com

Name: Ann Henry
 Title: Contracts Specialists
 SJC Health & Human
 Services Department
 Address: 1955 U.S. 1 South,
 St. Augustine, FL 32086
 Telephone: 904.209.6140
 Fax: 904.823.2646
 Email: ahenry@scjfl.us

The signatures of the **two** persons shown below are designated and authorized by the Provider to sign all applicable reports:

 Name (Print)

 Name (Print)

 Signature

 Signature

 Title (Print)

 Title (Print)

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

ARTICLE XII SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency.

ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, 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, representatives, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

ARTICLE XIV GOVERNING LAW

This contract shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this contract shall be in St. Johns County, Florida. Venue for any federal legal action arising under this contract shall be in the United States District Court, Middle District of Florida.

ARTICLE IV SEVERABILITY

If any word, phrase, sentence, part, section, subsection, 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, section, subsection, 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, shall remain in full force, and effect.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 12 page contract and all Contract Exhibit and Attachments as indicated on next pages to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY:

MEDICAL SPECIALISTS, P.A.

ST. JOHNS COUNTY

By: _____

By: _____

Thomas G. Manuel
Chair, Board of County Commissioners

Date

Date

ATTEST:CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE

Michael D. Hunt, Deputy County Attorney

Date: _____

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

- a. **“Provider** is identified as Medical Specialists P.A.
- b. **Primary Care Services.** Basic diagnostics procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the client. This also includes ambulatory care, preventative health services and continuing management of the health care needs of registered clients.
- c. **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.
- d. **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 and other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the client, along with ambulatory care, preventive health services and continuing management of the health care of registered clients.
- (2) Applicable federal, state, and local laws, regulations, administrative rules, policies and procedures will be adhered to for the duration of the contract.

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, Florida Statutes.

c. Scope of Service

The Primary Care Clinic subject to this contract and which is located at Hastings Clinic will offer comprehensive adult and pediatric primary care and referral services. During this time, services will specifically not include HIV-related screening or care, OB, IV Chemo, Well-baby, or Family Planning.

d. Major Program Goals

The goal of the Primary Care Initiative is to improve the health and well-being on income-eligible residents in the community through the delivery of primary health care services.

3. Clients Served.

a. General Description

All qualified clients applying at the clinic for medical care shall be served by the **Provider** up to the safe and reasonable limit of capacity of the clinic and the **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. "Indigent Clients" are those that meet the requirements of Medicaid Eligibility as of January 25, 2008, which are 200% of the Federal Poverty Guidelines, attached hereto and incorporated herein by reference. Clients shall be those listed on the Exhibit 1 as Category A and Category B clients; these clients shall be treated at no charge to the client. Saint Johns County will be considered the payer of last resort and will not be responsible for payment for services to clients that are eligible for coverage from any other private or public third party provider. All other clients at the clinic, including clients with insurance coverage, may be charged reasonable fees, payable to the **Provider**, as may be regulated by local, state, and federal law.

b. Client Determination

St. Johns County Social Services staff shall issue identification Cards for residents of Saint Johns County who qualify for eligibility, as defined in section A.3.a on a timely basis. Once eligibility is determined shall remain valid for a **six-month** period, and shall be re-determined every six months.

B. MANNER OF SERVICES 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. Preventative 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 pap smears as well as the laboratory and pathologist fees incurring with such;
- d. Twenty-four hour telephone access shall be provided for all clients for the handling of after-hours inquiries, medical emergencies, and referral services. Access includes:
 - (1) speaking directly to a health care professional who can make a 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 advanced registered nurse practitioner.
- e. The **Provider** shall deliver all of the primary care services. In addition to the primary care services which the **Provider** shall offer to eligible clients, the **Provider** is responsible in assisting other medical and related services which are necessary for the client. Subcontracting for the provision of primary care services is not permitted under the terms of this agreement without prior written approval of the County Administrator.

2. Staffing Requirements

a. Staffing Levels

The **Provider** will maintain sufficient staff to deliver the agreed upon services.

b. Professional Qualifications

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 Services Corps Officers are exempt from having a Florida license **for purposes of this contract.**

The health care professionals must practice in accordance 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.

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 the position.

c. Staffing Changes

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

3. Services 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 services, so long as the total hours of physician and physician assistant availability to clients in the clinic are at a minimum of forty (40) hours each week.

b. Service Delivery Location:

Hastings Clinic
201 W. Latin St.
Hastings, FL 32145

Facilities in which 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. 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 (Attachment III) will be submitted with the monthly invoice (Attachment Ii), and will include the following information:

- (a) Clients served by category
- (b) Clients served daily log sheet
- (c) Standard charges for client services and activities by client number
- (d) Breakdown of client services rendered

Demographics Report (Attachment IV) will be completed for period of six months, beginning April 1, 2008 to September 30, 2008. This report will be submitted with the September 30, 2008 Invoice and Report.

(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 V) to a random sample of a minimum of 20 primary care clients seen during each monthly period of the contract. Completed forms will be forwarded to the department's Contract Manager within 20 days after the end of the contract.

(3) Quality Assurance Review

The **Provider** shall maintain an on-going, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced on 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 shall be forwarded to the Contract Manager and placed in the contract file. The findings of the quality assurance report shall be discussed between the

Provider and the County Health and Human Services Department and steps will be taken to resolve any identified problem areas.

5. Performance Standards

a. Standards Definitions

The **Provider** shall provide comprehensive adult and pediatric primary care and referral services at a minimum of 40 hours per week at the **clinic, referenced elsewhere the contract.**

The **Provider** shall achieve a satisfactory or better rating on 85% of the client satisfaction surveys (Attachment V).

b. Outcomes and Outputs

The benefits that will result from this contract are that the client 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

By execution of this contract the **Provider** hereby acknowledges and agrees that its performance under this contract must meet the standards set forth above and will be bound by the conditions set forth below. If 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**

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 (Attachment V), to verify that the information in reports is accurate and that the terms of the contract are being met. Financial reports, equipment and the facility will be monitored for compliance with the contract.

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 County Health and Human Services 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 service.

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. This shall include the coordinating of the client's first visit for specialty care and payment of such first visit. 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 **\$83,211.00**, subject to the availability of funds. The Department agrees to pay for service units at the unit price and limits listed below:

<u>Service Units</u>	<u>Unit Price Per Month</u>	<u>Maximum Of Units Annually</u>
One month of comprehensive primary	\$13,868.50	6

health care services
to include a monthly
average of 50 Blended
Visits (Categories A & B),
Ancillary services,
contracted physician Specialists
services and making referrals.

2. Invoice Requirements

- a. The **Provider** shall request payment on a monthly basis through submission of a properly completed invoice (Attachment II).
- b. Invoices for payments shall be submitted to the Contract Manager by the 20th 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 the month (Attachment III (a) and III (b)).
- 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 authorized by this contract.
- d. All invoices and 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. Clients served under this contract may not be discharged or disenrolled for failure to make payments to **Provider**.
2. Should the **Provider** receive any federal awards to be used in the funding of the primary care clinic, **Provider** shall comply with terms listed on Attachment II as to audits and monitoring.