Board of County Commissioners
Budget Discussion Item

Date of Meeting:	June 27, 2007
Date Submitted:	June 21, 2007
To:	Honorable Chairman and Members of the Board
From:	Parwez Alam, County Administrator PA Vincent S. Long, Deputy County Administrator VL Alan Rosenzweig, Assistant County Administrator AR Shington Lamy, Special Projects Coordinator SL
Subject:	Consideration of the funding of the Leon County Primary Healthcare Program for FY08

Statement of Issue:
This budget discussion item seeks Board consideration for the funding of the Leon County Primary Healthcare Program for FY08.

Background:
On March 13, 2007, the Board conducted a workshop on the County's primary healthcare program. At that time, the Commission directed staff to prepare a report regarding the following issues prior to the Board's upcoming budget workshop:

1. The potential merger of Bond Community Health Center (Bond) and Neighborhood Health Services (NHS)
2. Space allocation issues of Bond and NHS at Leon County Health Department facilities
3. Identify additional space to allow Bond to apply for federal assistance for the establishment of a mental health program

On May 22, 2007, staff presented a report on the issues regarding Bond and NHS identified at the March 13, 2007 workshop (Attachment #1). At that time, the Board accepted the report and directed staff to prepare a budget discussion item for June 27th for consideration of establishing a millage rate for the Primary Healthcare MSTU for FY08. The Board also included in this motion for staff to include a proposed model to contract with the Leon County Health Department as an alternative delivery mechanism for primary healthcare services.

As mentioned in the May 22nd report, on May 10, 2007, the Primary Healthcare Implementation Advisory Board (PHIAB Board) voted unanimously to support the levy of the MSTU by the County in FY08 at a level sufficient to generate at least the same amount of funding provided in FY07. Again, on June 14, 2007, the PHIAB Board voted unanimously to recommend to the Commission the continued funding of the County's primary healthcare program at its current level through the

MSTU or other revenue sources to fund the County's current contracted healthcare providers.

On June 14, 2007, the Legislature passed its property tax legislation which significantly restricts local government's ability to levy MSTUs. In light of the Legislature's actions, staff has presented several options to Board on the implementation the County's primary healthcare with associated budget recommendations.

Analysis:

The following information provides an analysis of the two options that are available to the Board to implement its primary healthcare program to uninsured residents of Leon County. The first option examines the services that are currently provided by the County's contracted healthcare providers for primary care, specialty care, and pharmaceutical services. As directed by the Board, the second option examines a proposed model to contract with the Leon County Health Department as an alternative delivery mechanism for primary healthcare services.

Option A: Current Leon County Healthcare Program

Currently, the County contracts with Bond and NHS to deliver primary care services, the WeCare Network for specialty care, and the FAMU School of Pharmacy for pharmaceutical services to eligible uninsured Leon County residents.

Primary Care Services

The County contracts annually with Bond Community Health Center (Bond) and Neighborhood Health Services (NHS) to provide primary care services to uninsured residents of Leon County. For FY07, the County contracted with Bond in the amount of $329,380 and NHS in the amount of $355,000 for a total of $684,380 for primary care services (Attachments #2 and #3). Bond and NHS are compensated on a per-patient-visit basis. For FY06, Bond received County funding for 4,809 uninsured Leon County residents' visits. Also in FY06, NHS received County funding for 2,034 uninsured Leon County residents' visits.

Women and Children's Healthcare Services

On September 21, 2004, the Board increased the MSTU an additional 0.10 mils for total of 0.22 mils for FY05 to provide funding for a women's healthcare program. The additional 0.10 mil for women's healthcare generated approximately $1 million for FY05.The County entered into a three-year contract with Bond to provide women and children's healthcare services (Attachment #4). Bond receives 1/3 of the funding annually at approximately $350,411. The contract with Bond will expire at the end of FY08.

Specialty Care

The County contracts with the WeCare Network (WeCare) of the Capital Medical Society Foundation to provide specialty care services. WeCare provides limited specialty care to low income,

uninsured residents of Leon County. In FY07, the County contracted with WeCare in the amount of $90,043 for specialty care services (Attachment #5). The County funding is utilized for case management services provided by WeCare to support the specialty care donated by the Capital Medical Society's volunteer physician specialist. The organization also works with uninsured residents to identify eligibility opportunities for federal and state healthcare benefits.

Pharmaceutical Services

The Florida A&M University College of Pharmacy and Pharmaceutical Sciences (FAMU Pharmacy) provides pharmaceutical services to uninsured residents of Leon County. For FY07, the County contracted with FAMU Pharmacy to provide pharmaceutical service in the amount of $355,000 (Attachment #6). Specifically, the County contracts with FAMU Pharmacy for positions at its two facilities. The FAMU Pharmacy assists uninsured residents with applications to drug manufacturers for prescription drug assistance programs. In addition, the FAMU Pharmacy provides educational services and counseling on drug usage and disease management. In FY06, the FAMU Pharmacy filled over 48,000 prescriptions and secured over 4,000 prescription medicine from drug manufactures for uninsured residents, valued at approximately $1.5 million.

Summary of Option A

Should the Board adopt Option A, the County would continue to contract with Bond and NHS to provide primary care services, WeCare for specialty care, and FAMU Pharmacy for pharmaceutical services. For FY08, the contracts would be funded at the current funding level of $1,479,834. This amount does not include the third and final year of funding for the women and children's healthcare services at Bond, which will be funded with the remaining fund balance under the three-year contract. Based on Bond's and NHS' presentations to the Board, it is anticipated that a total of approximately 7,000 uninsured Leon County residents' visits would be served for primary care services at the current funding level. Table 1 illustrates the contracted funding amounts for FY08 under Option A:

Table 1: Option A for Leon County for FY08

Healthcare Agency	Funding
Bond	$329,380*
NHS	$355,000
WeCare	$90,043
FAMU Pharmacy	$355,000
Total	**$1,129,423**

**The amount does not include funding for the Women and Children's Healthcare Program in FY08*

Option B: Leon County Health Department's Proposed Primary Care Model

As previously mentioned, on May 22, 2007, the Board directed staff to provide a proposed model to contract with the Health Department for the delivery of primary care services. Section 154.01, Florida Statutes, identifies primary care services as a function of county health departments. The statute defines primary care services as "acute care and preventive services that are made available to

well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control". The Florida Department of Health provides $400,000 annually to the Leon County Health Department specifically for primary care services. In recent years the Health Department has utilized this funding to contract with Bond and NHS in order to avoid the duplication of services in areas in which the two health centers provide primary care services. However, a majority of county health departments in like-sized counties provide primary care services as core function of its services.

Staff held a number of meetings with Health Department officials to discuss a model in which the County could contract with Health Department to provide primary care services to uninsured residents. On June 15, 2007, the Health Department submitted its proposal to staff (Attachment #7). The Health Department's proposal includes the establishment of a clinic at its Southside facility at 872 W. Orange Ave (872) which is currently occupied by Bond and the subsequent relocation of NHS' operations to the Robert and Stevens Medical Center (RS Center) at 1515 Old Bainbridge Rd. Under this proposal, the County would contract with the Health Department in the amount of $355,000 for primary care services. This funding would be utilized by the Health Department to contract with NHS to provide primary care services in the Frenchtown area.

Under this proposal, the Health Department would provide a primary care clinic at its Southside facility at 872 W. Orange Ave (872) without any additional funding from the County. The Health Department currently has two primary health clinics at the RS Center. It would move one of its clinics from the RS Center to the Southside facility in which Bond currently occupies. Bond would be required to vacate the 872 site to allow for the establishment of the Health Department clinic. It is important to note that on May 1, 2007, Bond purchased a facility located at 1720 S. Gadsden St. for $975,000. Bond plans to begin renovations on the approximately 30,000 square feet two story building this summer which would allow Bond to consolidate its services at its current two locations.

At the 872 location, the Health Department's primary care clinic would provide services including family planning, adult primary healthcare, chronic disease, sexually transmitted diseases, tuberculosis treatment, and immunizations. Costs for operating this clinic would run approximately $400,000 including salaries for a family physician, a registered nurse, records and support staff. The Health Department expects that it would see approximately 5,000 clients and deliver approximately 12,000 services per year at the Southside facility. It would operate this clinic with its existing State primary care dollars that are currently provided to Bond and NHS. County funding would not be necessary for the operation of the primary care clinic.

Also under this proposal NHS would be relocated to the RS Center would provide greater access of care to NHS' patients. The RS Center also provides much needed additional space to provide care to uninsured residents in this area of the community. This option would also provide NHS the flexibility to extend its hours and days in which it may provide services to its patients. In essence, the

proposal would resolve the inadequate space issues of NHS, which the Board has identified as a top priority for the past three years in its federal appropriations requests. At the RS Center, NHS would not be charged for rent or utilities which would be an annual cost saving of $23,000. In addition, it would allow NHS to have access to the Health Department's personnel, which would eliminate redundancy in non-medical services such as staffing for front desk services.

It is important to note that the Health Department and NHS are currently working together to hire a physician that would lead NHS' clinical services. Recently, NHS' primary care physician resigned to accept another position. A new physician would be hired by the Health Department Administrator, with the approval of the NHS Board of Directors. Through this arrangement, the physician would have access to state benefits and the state's sovereign immunity, which would save NHS approximately $50,000 in malpractice insurance. The cost savings from rental fees and malpractice coverage for its healthcare providers, would allow NHS to utilize more of its revenues for patient care.

The Health Department has the statutory responsibility and medical expertise required to coordinate the delivery of primary care services to residents of Leon County. The Health Department is the logical vehicle for the delivery primary care services. Option B creates an integrated system in which County and Health Department funding is utilized in a coordinated effort to provide primary healthcare services to Leon County residents.

Summary of Option B

Should the Board adopt Option B, the County would contract with the Health Department in the amount of $355,000. This funding would be utilized to contract with NHS for primary care services at the RS Center. The County would continue to contract with WeCare and the FAMU Pharmacy at the current funding level. In addition, the County would continue to contract with Bond for women and children's healthcare services for FY08. Funding for the women and children's healthcare service would be provided with the remaining fund balance under the three-year contract. The Health Department anticipates that with the establishment of the Bond location at Gadsden Street and its services at the Southside facility that there would be a net increase in availability of care to the residents of the Southside area. In addition, the relocation of NHS to the RS Center would provide greater access to the residents of the Frenchtown area. Pursuant to the adoption of this option there would be an annual report provided by the Health Department. Table 2 illustrates the contracted funding amounts for FY08 under option B:

Table 2: Option B for Leon County for FY08*

Healthcare Agency	Funding
Health Department	$355,000**
WeCare	$90,043
FAMU Pharmacy	$355,000
Total	**$800,043**

**The amount does not include funding for the Women and Children's Healthcare Program in FY08*
***Health Department would utilize funding to contract with NHS*

Comparative Analysis of Options A and B for Primary Care Services

The options presented provide the Board with alternatives for implementing the County's primary healthcare services. Table 3 provides a comparison of Option A and B:

Table 3: Comparison of Options A and B

Comparison of Options A and B	
Option A	Option B
➢ Provides continued funding by County to each contracted provider	➢ Provides coordination of Health Care Services in Leon County utilizing the medical expertise of the Health Department
➢ Continue to identify the appropriation of funding for a new NHS facility as a top priority for federal appropriation	➢ Provides adequate space for NHS
➢ Maintains same level of care to uninsured residents	➢ Increases level of care to uninsured residents with relocation of NHS and establishment of Health Dept. Primary Care Clinic ➢ Provides Sovereign Immunity for NHS Healthcare Providers
Cost: $1,129,423	**Cost: $800,043**

Funding Options for Primary Healthcare Program

Primary Healthcare Municipal Service Taxing Unit (MSTU)

On December 11, 2001, the Board accepted the FY02 budget and implementation plan regarding the provision of primary health care services for the uninsured in Leon County. At that time, staff was directed to proceed with program implementation via County funding of the CareNet Model and to develop appropriate contracts with Bond, NHS, FAMU School of Pharmacy, and the WeCare Network. The MSTU serves as a dedicated funding source for primary healthcare. Table 4 reflects the adopted millage rates for the MSTU since its establishment.

Table 4: Primary Healthcare MSTU Adopted Millage Rates

Fiscal Year	Millage Rate
2002	.06
2003	.12
2004	.12
2005	.22
2006	.12
2007	.00

As shown in Table 4, the Board adopted the MSTU at .06 mils as well as utilized other reserves to fund the delivery of primary healthcare programs for FY02. In FY03 and FY04, the Board adopted the MSTU at 0.12 mils to fully fund to the primary healthcare program. On September 21, 2004, the Board increased the MSTU an additional 0.10 mils for total of 0.22 mils for FY05 to provide funding for a Women's Healthcare Center at Bond. The additional 0.10 mil for women's healthcare generated approximately $1 million in FY05. Subsequently, the County entered into its three-year contract with Bond to provide women and children's healthcare services. It is important to note that the County is entering the final year of a three-year contract with Bond for women and children's healthcare services. For FY06, the MSTU was returned to 0.12 mils and continued to fully fund the primary healthcare program. During the FY06/07 Budget workshops, the Board reduced the MSTU from 0.12 mils to 0.00 mils. The funding for the FY06/07 Primary Healthcare Program contracts were established through use of the Primary Healthcare MSTU fund balance and general revenue.

The Board has the option to set the MSTU at a millage rate that will fund Options A or B for FY08. However, the recent property tax reform legislation approved by the Legislature limits the Board's ability to adopt the MSTU. The 2007 special session on property tax reform provides for statutory rollbacks, ad valorem revenue caps for local governments, and a constitutional amendment to be placed on the presidential primary ballot scheduled for January 29, 2008. The property tax reform legislation imposes statutory caps that essentially require MSTUs to "compete" with programs funded through the County's general revenue. The statutory legislation includes MSTUs as part of the County's aggregate revenue and are subject to the rollback provisions in the legislation.

The attached table illustrates the three options the Board has in setting its maximum millage rates and maximum revenues for the County's FY 08 budget (Attachment #8). Should the Board pursue to increase the primary healthcare MSTU millage currently set at 0.0 mills, without a corresponding reduction in the County's general revenue, then one of the following voting thresholds outlined must be utilized. To implement Option A, the Board must vote by supermajority to adopt the FY08 budget at 7.12 mills in order to have the capacity to set the Primary Healthcare MSTU millage rate at 0.07 mills. To implement Option B, the Board must vote by supermajority to adopt the FY08 budget at 7.10 mills in order to have the capacity to set the Primary Healthcare MSTU millage rate at 0.05 mills.

The MSTU revenue stream is not reliable due to the pending constitutional amendment that would substantially reduce the County's tax base. If 60% of the voters approve the proposed constitutional amendment to create super homestead exemptions, an MSTU in FY 09 would generate about 25% less revenue than it would in FY 08. If the voters do not approve the constitutional amendment, it is likely that the Florida Legislature will readdress property tax reform issues during the 2008 legislative session. Based on the uncertainty of the outcome of property tax reform, staff recommends that the Board not levy an MSTU to fund primary healthcare at this time.

General Revenue
The Board also has the option to fund the primary healthcare program through general revenue; however it would require additional cuts to other County services. In order to implement Option A as recommended by the PHIAB Board, it would require additional cuts in other services by the Board in the amount of $1,129,423. In order to implement Option B, as proposed by the Health Department, it would require additional cuts in other services by the Board in the amount of $800,043. If the County's primary healthcare program continues to be a priority of the Board, staff recommends that it provides funding utilizing this option.

Options:
1. Direct staff to identify further cuts in the amount of $800,043 to implement the Health Department proposal
2. Direct staff to identify further cuts in the amount of $1,129,423 to establish the current level of funding to the County current contracted providers as recommended by the PHIAB Board
3. Set the Primary Healthcare MSTU at 0.05 mills, requires a supermajority approval of the FY08 County budget, to provide funding for the implementation of the Health Department proposal
4. Set the Primary Healthcare MSTU at 0.07 mills requires a supermajority approval of the FY08 County budget, to establish the current level of funding to the County current providers as recommended by the PHIAB Board
5. Do not continue funding of the County's Primary Healthcare Program
6. Board Direction.

Recommendation:
Board Direction.

Attachments:
1. May 22, 2007 Agenda Item on the Acceptance of Staff Report on Bond Community Health Center and Neighborhood Health Services
2. Bond Community Health Center Contract for FY06/07
3. Neighborhood Health Services Contract for FY06/07
4. Bond Community Health Contract for Women and Children's Healthcare Services

5. WeCare Network Contract for FY06/07
6. FAMU Pharmacy Contract for FY06/07
7. Leon County Health Department's proposed plan to provide primary care.
8. Maximum Millage Rates and Maximum Revenues for the County's FY08 Budget.

Board of County Commissioners
Agenda Request

Date of Meeting:	May 22, 2007
Date Submitted:	May 16, 2007
To:	Honorable Chairman and Members of the Board
From:	Parwez Alam, County Administrator Vincent S. Long, Deputy County Administrator Don Lanham, Health and Human Services Director Shington Lamy, Special Projects Coordinator
Subject:	Acceptance of Staff Report on Bond Community Health Center and Neighborhood Health Services

Statement of Issue:
This agenda item requests Board acceptance of a staff report on issues regarding Bond Community Health Center and Neighborhood Health Services as requested by the Board on March 13, 2007. A budget discussion item will be agendaed for the June budget workshops for the Board's consideration of the Primary Healthcare Municipal Service Taxing Unit (MSTU) for FY08.

Background:
On March 13, 2007, the Board conducted a workshop on the County's primary healthcare program. At that time, the Board directed staff to report information on the following issues prior to the Board's upcoming budget workshop:

1. The potential merger of Bond Community Health Center (Bond) and Neighborhood Health Services (NHS)
2. Space allocation issues of Bond and NHS at Leon County Health Department facilities
3. Identify additional space to allow Bond to apply for federal assistance for the establishment of a mental health program

On May 10, 2007, staff presented a preliminary report to the Primary Healthcare Advisory Implementation Board (PHAIB) on the issues previously listed . The PHAIB Board did not take any action on the preliminary report. However, the Board unanimously supported the levy of the Primary Healthcare MSTU by the County in FY08 at a level sufficient to generate at least the same amount of funding provided in FY07. A budget discussion item will be agendaed for the June budget workshops for the Board's consideration of the Primary Healthcare MSTU for FY08.

Analysis:

For the past two months, staff has been researching the issues as directed by the Board. During this time, staff has held meetings with key stakeholders, performed site visits of the Bond and NHS facilities, and collected data from state and federal regulatory agencies. The following information provides the Board an analysis of the issues that were identified at the March 13th Board workshop. In addition, staff will prepare a budget discussion item for the June budget workshops for the Board's consideration of the Primary Healthcare MSTU for FY08.

Issue #1: Merger of Bond and NHS

In January 2006, the Board hired Mercer Government Human Services Consulting (Mercer) to review and provide recommendations on the County's health care delivery system. In May 2006, the report was presented and accepted by the Board. It provided a series of recommendations to improve the community's health care system, including the merger of Bond and NHS. The Mercer Report outlined a number of advantages of a merger including the integration of primary healthcare service and increased funding opportunities. In addition, the report recognized that a merger would require NHS come under the management of Bond. However, this would not prohibit the inclusion of NHS representatives and staff in the process of establishing a primary health care system that will lead to improved care for Leon County residents. Staff collected data on merger options that may be available from the United States Health Resources and Services Administration (HRSA) that regulates Federally Qualified Healthcare Centers (FQHC) like Bond; the Florida Association of Community Health Centers, the state organization of FQHCs; and other FQHCs in the state of Florida. Staff has held several meetings with representatives of Bond and NHS to identify benefits and express concerns of a potential merger. The following information provides details on the benefits and concerns identified, as well as options available for a potential merger.

Benefits

The main benefit of a merger of Bond and NHS would be the potential of increased federal funding for primary healthcare services to Leon County residents. A merger would provide access to annual federal funding for the NHS facility. As a non-FQHC health center, NHS is not eligible for annual federal funding. Recently, staff was informed that the NHS physician would be leaving at the end of July. A number of health care providers that volunteer at NHS have expressed very serious concerns of the potential loss of this physician. The physician plays a significant role by providing initial screening of patients, vital for volunteer physicians to be able to render timely and appropriate care to NHS patients. The NHS board is currently seeking a full time physician.

With the potential loss of its current physician, federal funding would have allowed NHS to improve its retention of its healthcare providers and expansion of its services. As a FQHC, NHS would be eligible for a number of federal grants and loan guarantees (Attachment #1). NHS patients would benefit from the clinic's access to favorable drug pricing, and free vaccinations for uninsured children. In addition, NHS would have access to the Federal Tort Claims Act (FTCA) coverage that provides medical malpractice coverage to health care providers employed by FQHCs, in lieu of malpractice insurance.

For FY06, NHS reported that it spent approximately $50,000 for malpractice coverage of its medical staff.

Concerns
The main concerns of a merger identified by representatives of Bond and NHS were:

- funding,
- composition of a combined board of directors,
- potential adverse effect on volunteer services provided at NHS, and
- effect on Bond's strategic plan.

On May 4, 2007, the County Administrator sent a letter to the Chairmen of Bond and NHS providing staff's findings on each issue and concern identified by members of the respective boards of directors (Attachment #2). The following information provides staff's findings regarding concerns raised.

a) Funding
Representatives of Bond and NHS expressed concerns of potential funding options that would be available if a merger took place. The merger of Bond and NHS would not guarantee federal funding. However, proper planning and cooperation would increase the opportunities that are available for federal funding. Staff has identified potential federal funding options that could be realized through a merger. The options provided would require Bond to assume control of NHS' facility and operation. The following information details two distinct options:

Option #1: Change Scope of Project
Bond could change its scope of project with HRSA to include the NHS facility as one of its service delivery sites. A change of scope does not provide additional federal funding. Bond would be expected to utilize the funding that it currently receives annually from HRSA. In addition, Bond would be required to demonstrate that changing its scope of policy would not cause a deficit in its current budget, eliminate or reduce access to a required service, and would not reduce the level or quality of health services currently provided to its target population. Initial approval from Bond's board of directors would be needed prior to filing a change scope of project with HRSA. A change of scope of project may be submitted any time during the year. HRSA generally responds to change of scope project requests within 60 days.

If Bond's change of scope request was approved, the NHS location would be incorporated as one of its service delivery sites. As a facility in Bond's scope of project, the NHS site would be eligible for the Expanded Medical Capacity (EMC) Grant the fiscal year following the approval of the scope of project. The EMC Grant is only available to service delivery sites that are within a FQHC's scope of project. This competitive grant could provide funding of up to $600,000 annually. EMC grants are utilized for the expansion of medical staff, medical services, or hours of operation. An increase in federal funding for the NHS facility would not be realized prior to a merger from this option. Potential funding would be available at the completion of a merger.

Option #2: New Access Point Grant

The second option would not require Bond to change its scope of project and would provide funding prior to the completion of a merger. The New Access Point (NAP) Opportunity Grant provides competitive grants to FQHCs seeking to create a new delivery site for comprehensive primary, preventive, and supplemental health care services (Attachment #3). A new delivery site is a location that is not identified as a service delivery site in a FQHC scope of projects. The process would require Bond apply for a NAP Grant to include NHS as its satellite site. If NHS were established as a satellite site of Bond by HRSA, annual federal funding of up to $650,000 would be available exclusively for the NHS facility. Funding would be available to Bond prior to assuming the operations of NHS. NAP grants are available annually (October 1st-September 30th). For FY07, HRSA budgeted $61 million for approximately 102 NAP grants. The deadline to apply for the NAP Grant for the current fiscal year has expired. HRSA anticipates that the application submittal window for FY08 will be determined within the next few months. The agency generally sets a submittal window as close to the beginning of the new fiscal year as possible (Attachment #4).

b) Board of Directors

Bond and NHS expressed general concern regarding the composition of a merged board of directors. Section 330 of the Public Health Service Act (42 U.S.C. 245b) (PHSA) stipulates that a FQHC board of directors must have at least 9, and no more than 25 members. The PHSA requires that the board of directors of a FQHC be comprised of at least 51% of individuals that are users of its services. In addition, no more than 50% of the non-users may obtain more than 10% of their annual income from the health care industry. This limits the number of healthcare providers that may serve on the board. Furthermore, to avoid a conflict of interest, an employee of a FQHC is not permitted to serve on the board of directors.

NHS is governed by a 14--member board of directors, while Bond is governed by a 12-member board of directors. The members of the NHS board of directors are not users of its services. The merger of the Bond and NHS board would require that a majority of the NHS board relinquish their position or that the current Bond board expand to meet the federal requirement on the composition of the board of directors. If NHS and Bond pursued the option of merging, an agreement would be required between the two entities on the configuration of a newly formed board of directors.

c) Volunteer Services at NHS

The NHS representatives expressed concerns of adverse effects of a merger to its volunteer services provided by local healthcare providers. There are a large number of health care providers that volunteer their services to NHS. These healthcare providers were interviewed to identify their concerns of a merger. The main concern identified is the potential loss of sovereign immunity.

Section 766.1115 F.S. authorizes the Department of Health (DOH) Volunteer Health Services Program to contract with privately licensed health care providers to volunteer their services to medically indigent residents of Florida with incomes at or below 200% of the Federal Poverty Level. Through the contract, a provider is designated as an "agent of the state" and has sovereign immunity for uncompensated services rendered to clients determined eligible by DOH. Healthcare providers that volunteer at the NHS facility receive sovereign immunity through the DOH program. On May 11, 2007, staff held a meeting with Mr. Mark Lundberg, Director of DOH's Volunteer Health Services Program, to discuss the concern of the healthcare providers. At that time, Mr. Lundberg informed staff that a merger of Bond and NHS would not adversely affect the volunteer healthcare providers that contract with DOH. If a merger were to occur, DOH would coordinate with Bond and NHS to ensure that health care providers that volunteer their services would continue to receive sovereign immunity.

The We Care Network's (We Care) group of physicians provides indigent residents of Leon County with specialty healthcare services at no cost. NHS utilizes this service by referring its patients to physicians that are part of We Care. We Care contracts with DOH to provide sovereign immunity to health care professionals that volunteer their services. A merger of Bond and NHS would not affect the sovereign immunity of We Care physicians. NHS patients would continue to have access to We Care's services. Additionally, the Florida State University (FSU) College of Medicine provides 36 hours per week of physician time at NHS. The FSU physicians are currently provided malpractice coverage through the College of Medicine. Therefore, a merger would not affect the FSU physicians. Furthermore, FSU stated that it would continue to provide its services to NHS if a merger occurred.

d) Bond's Strategic Plan

Bond's chairperson expressed concerns of the effect a merger would have on Bond's strategic plan. The Bureau of Primary Healthcare Centers (BPHC) establishes the guiding policies of FQHCs. BPHC Policy information Notice: 98-23 calls for a planning process to be utilized by FQHCs. It notes that in order to continue to operate successfully, these centers must engage in an active, ongoing planning process that institutes both an annual operational plan and a long-term strategic plan. This section goes on to state:

> "Planning should include ongoing evaluation, feedback and adjustment based upon environment, operational, or clinical change. While remaining flexible and allowing for response to new opportunities or pressures, plans should describe the health center's goals and priorities sufficiently to guide members of the organization in strategic and operational decision making".

According to Mr. J.R. Richards, CEO of Bond, the board of directors has appointed a subcommittee that will be meeting later this year to develop the new five-year strategic plan. Issues relating to the merger could be incorporated into the new strategic plan at that time.

Conclusion regarding Issue #1 - Potential Merger of Bond and NHS

There are potential benefits and institutional challenges associated with a merger of Bond and NHS. However, the potential clearly exists for a successful merger to occur with proper planning, cooperation, and due consideration of all the issues involved. A successful merger for these purposes is seen as one that has the potential to increase funding opportunities, provide greater access to care for Leon County residents, and integrate the community's primary healthcare services. As previously mentioned, staff has presented its findings to representatives of each healthcare center as well as the PHAIB Board. At this time, Bond and NHS' interest of a potential merger is unclear. On May 9, 2007, Bond sent a letter to staff, officially responding to staff's finding and providing its position on a merger (Attachment #5). In the letter, Bond stated, "it was not interested in a merger with NHS but would consider the acquisition of NHS' operation." Staff anticipates that it will receive NHS' response prior to the Board consideration of this agenda item and will provide it as additional information.

Staff Recommendation

- *Formally request that Bond and NHS work together to address the issues identified and any other outstanding issues and to communicate the outcome of their interest in a merger in time for the County Commission's June budget discussion on the Primary Healthcare MSTU.*

Issue # 2. Space Allocation

Bond Community Health Center

During the Board's workshop on the County's primary healthcare program, Mr. Richards, CEO at Bond, and Dr. Temple Robinson, Chief Medical Officer at Bond, identified Bond's current space allocation as a major challenge to patient care. Bond is currently located at two facilities within one block of each other on Orange Ave. Bond does not own the facilities in which it currently resides. The facility at 872 W. Orange Ave (872) is owned and maintained by the County, and operated by the Leon County Health Department. The facility at 710 W. Orange Ave (710) is a commercial property owned by the Florida A&M University Foundation. At the 710 location, Bond occupies 5,627 sq. ft. of converted "store front" and the Foundation charges Bond approximately $67,000 annually. At this location there are seven exam rooms for primary health care services, as well as administrative and physician offices. The expansion of health services at the 710 location is limited due to occupancy of other businesses at the site and the poor condition of the building. Bond is currently in a year-to-year renewable lease that will expire on December 31, 2007.

The 872 location was constructed in a cooperative effort between the County, City of Tallahassee (City), and State to provide health care services to residents of the south side of Leon County. In 1997, the City purchased 10 acres of land on Orange Avenue and Holten Street and provided three acres to the County for the State to build a county health department building. The State allocated $1.3 million to the Department of Health for the construction of the health facility. The 872 location was completed in 2000 and ownership transferred to the County.

At the facility, Bond provides a complete array of primary health care services, including the County's women and children healthcare services. The facility is approximately 13,082 sq. ft. (Attachment #6). Bond utilizes 3,961 sq. ft. that includes eight exam rooms, and physician/case management offices. The FAMU College of Pharmacy (FAMU Pharmacy) provides pharmaceutical services for primary care patients served at the facility. The FAMU Pharmacy space is approximately 655 sq. ft. The Health Department provides Women, Infant, and Children (WIC) nutrition services, as well as nutritional counseling for chronic disease patients of the primary care clinic. In the Health Department Service Area, office space is utilized for its regional volunteer coordinator, regional immunization coordinator, and the administration of the regional AIDS and STD programs.

The facility has a 2,854 sq. ft. multi-purpose room (auditorium) available for public use, on a reservation basis to not-for-profit organizations, for meetings that are open to the public. The room is available during routine business hours. The Health Department representatives state that the auditorium is frequently utilized by not-for-profit organizations including Bond. The Health Department has constructed a 354 sq. ft. small conference room that is available for not-for-profit organizations to hold meetings at the facility. In addition, the FAMU Pharmacy previously utilized a 103 sq. ft. interview room.

Staff held several meetings with representatives of Bond and the Health Department to discuss the potential of additional space at the 872 location for Bond. Throughout the discussions, Bond representatives stated that the 872 location could be modified to accommodate the services that Bond provides at the 710 location in addition to mental health services. At one meeting, County staff and Bond representatives discussed Bond's proposal for additional space at the 872 location. This proposal consisted of the conversion of the auditorium to 7-8 administrative offices; alterations to the Health Department Service Area to accommodate 8 exam rooms; renovate the interview room to accommodate an expansion of the health center's patient's check-in/check-out area; and, utilize the small conference room exclusively for caseworker management and other primary health care services.

The consolidation of Bond's two facilities is critical. There are a number of redundant services and positions at Bond that could be eliminated if a single facility were available. The consolidation of Bond services at a single site would allow for a much more efficient utilization of funding for primary health care services. Bond has been warned repeatedly by HRSA for the close proximity of its two facilities. Though Bond's financial funding is currently not in jeopardy, HRSA has expressed dissatisfaction of the redundancy of health service provided by Bond at facilities that are within a one-mile radius of each other, and has advised that Bond expedite consolidation of the two locations.

On April 26, 2007, the County Administrator sent a letter to Mr. Homer Rice, County Health Department Administrator, to determine the Health Department's willingness and ability to grant Bond additional space at the 872 site and allow for the consolidation of the two locations (Attachment #7). Mr. Rice responded to the request, stating that the additional space could not provided to Bond due to necessary services and programs provided by the Health Department at the facility to the residents of Leon County (Attachment #8). Mr. Rice indicated that the Health Department would work with the County and Bond to identify other potential facilities that would accommodate Bond's space needs.

Neighborhood Health Service, Inc.

During the Board's workshop on the County's primary healthcare program, staff was directed to work with NHS to address its spacing issues. As part of that process, staff held a meeting with representatives of NHS on April 12th. At that time, the NHS representatives requested that County staff examine the potential allocation of space for NHS at the Robert and Stevens Medical Center (RS Center), located at 1515 Old Bainbridge Rd. As with the Bond site, this facility is owned and maintained by the County, while the Health Department controls the allocation of space. NHS is currently located at 438 W. Brevard Street in the Old Lincoln High School Center. The facility is owned and operated by the City. NHS utilizes 3,507 square feet at the Center. The City charges NHS $23,000 annually for rent. For the past three years, the Board has identified the land acquisition and construction of a new facility for NHS as a top priority for federal appropriation request in the amount of $3 million.

The RS Center was built and occupied by the Health Department in 1993. A 16,392 square ft. building currently provides nursing clinic services and is divided into the East Clinic and West Clinic. Each clinic contains six exam rooms and is staffed by an ARNP, assisted by an LPN and a health support technician. In addition, this facility supports a nurse's clinic staffed by four RNs who provide consultation to patients on a variety of health related issues. Other services that utilize this location are the Women, Infants and Children (WIC) program, numerous social service programs, such as family planning and pregnancy counseling, and a pharmacy, used exclusively by the Health Department. When the clinic first opened, it utilized three physicians to provide primary health care services, but these services were discontinued and additional funds were directed to Bond and NHS to provide the services. NHS representatives have expressed interest in utilizing the existing clinic space to see their patients. On May 2, 2007, County staff sent correspondence to the Health Department outlining NHS' interest in utilizing space at the RS Center. On May 3, 2007, the Health Department indicated that space was not available at the RS Center (Attachment #9).

Conclusion regarding Issue #2 - Space Allocation

The County Attorney has reviewed the County's authority to direct space allocation at the Leon County Health Department facilities owned by the County. In a memorandum to the County Administrator, the County Attorney opined that, although the County owns and maintains the buildings at Orange Avenue and Old Bainbridge Road, Section 154.01(4), Fla. Statutes governs the allocation of space (Attachment #10). Thus, the County maintains the right to use such facility as the need arises, provided that such use does not create an "unwarranted interference" with the Health Departments use and operation. The Health Department has informed the County that additional space is not available at its facilities. Mr. Rice indicated that the Health Department would continue to work with the County and Bond to identify other potential facilities that would accommodate the space needs of Bond. Staff continues to work with the County's federal lobbying firm, Patton Boggs, to identify potential appropriations for a new facility that will provide adequate space necessary to serve the residents of Leon County. It is important to note that the funding provided by the County to Bond and NHS is set aside only for primary care services provided to uninsured Leon County residents. The two health care centers are prohibited from using such funds for capital projects.

Staff Recommendation

- *Continue to identify the appropriation of funding for a new NHS facility as a top priority for federal appropriation*

Issue #3. Mental Health Program at Bond

The need for space allocation is related to Bond's effort to establish a mental health program. Bond is required to identify additional space prior to submitting an application for federal funding for a mental health program. The mental health program would include two licensed certified social workers that provide mental health and substance abuse counseling to Bond's patients. In addition, Bond would contract with a local psychiatrist to prescribe medication. Bond estimates that a mental health program would cost approximately $120,000 annually. This amount does not include the initial cost for furniture and supplies. Mental health counseling is highly confidential and would require the mental health social workers to utilize separate office space. It is estimated that Bond's space needs for a mental health program is approximately 370 sq. ft.

Conclusion regarding Issue #3 - Establishment of a Mental Health Program at Bond

Bond's space allocation and mental health issues were mutually addressed by County staff. In the April 26, 2007 letter, the County Administrator informed Mr. Rice of Bond's interest in establishing a mental health program at the Health Department facility. As previously mentioned, the Health Department is unable to provide additional space at its facility and adequate space is not available at the FAMU Foundation facility. The issue of space allocation continues to be a challenge in Bond's effort to establish a mental health program. Staff will continue to work with Bond, the Health Department, and other community partners to address the need for mental health services in Leon County.

Staff Recommendation

- *Continue to work with the Bond, the Health Department, and other community partners to address the need for mental health services in Leon County*
- *Continue to work with the Health Department to identify additional space for Bond for the purpose of a mental health program*

Options:

1. Accept staff report on Bond Community Health Center and Neighborhood Health Services.
2. Do not accept staff report on Bond Community Health Center and Neighborhood Health Services.
3. Board Direction

Recommendation:
Board Direction

Attachments:
1. Fact Sheet on Benefits Available to FQHCs
2. County Administrator's May 4, 2007 Letters to the Chairmen of Bond and NHS with attached Staff Findings
3. Information on New Access Point Grant FY07
4. Email from HRSA representative regarding NAP Grant Opportunity for FY08
5. Bond's May 9, 2007 Letter to the County Administrator
6. Map of Southside Health Department Facility
7. County Administrator's April 26, 2007 Letter to Homer Rice
8. Homer Rice's May 2, 2007 Letter to the County Administrator
9. Email from Bill Fagan Regarding Space Availability for NHS at RS Center
10. County Attorney's Memorandum to the County Attorney Regarding the County's Space Allocation Authority at Health Department Facilities

PA/VSL/DL/SL/dl/sl

PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT – AMENDMENT #1

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and Bond Community Health Center., hereinafter referred as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract mar prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Sectic 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 post-audit thereof. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, *mac* received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision constitute an immediate breach of contract.

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 accorc with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms conditions of the contract.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and applicable regulations as specified in Attachment I.

b. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations is under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the abc the department.

c. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regi Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the cc manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract mana

d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immig and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking i permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early chil development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of th may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promu thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted acc procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department und contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic s 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 finding 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 on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilit duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personr authorized by the department.

5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the examine

any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as are retained.

6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party tran are disclosed to the auditor.

7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Department

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

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees fror claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglec omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thei whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within sever days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifi finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation an enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to def

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this cor and any renewal(s) and extension(s) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upo execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insur coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The depart reserves the right to require additional insurance as specified in Attachment I where appropriate.

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 federa or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract wi prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occu shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provid subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commoc it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred unde subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The pro at its expense, will defend the department against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the pr remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the succe assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) workin will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day fr expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repa overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge inte one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free tel number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida Department of Health publication, "Met Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liabl performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an inde contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to department unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to compensation of county employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an ind contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department is not responsible for services of support (e space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insuran provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained th contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board Commissioners with County Logo. If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and o* shall appear in the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this cont may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

P. *Use of Funds for Lobbying Prohibited*

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a s agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway conne herewith, the
   provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection wi sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are he reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department . Any and all copyrigh accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The provider, without exception, shall indemnify and save harmless Leon County and its employees from liability of any nature or kind, including cost expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. Leon County provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its o and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any de device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall incluc royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a sec interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion o improvements or as further required by law. As a condition of a receipt of county funding for this purpose, the provider agrees that, if it dispos the property before the department's interest is vacated, the provider will refund the proportionate share of the county's initial investmen adjusted by depreciation.

S. *Information Security*

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant t agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Fl Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. T procedures shall be consistent with Leon County Information Security Policies, as amended, which is incorporated herein by reference an receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments t department's security requirements provided to it during the period of this agreement. The provider must also comply with any appli professional standards of practice with respect to client confidentiality.

II. The County Agrees:

A. Contract Amount

The total contract amount is $329,380.00. $43,755 of the contract amount shall be remitted to the Agency for Health Care Administration as a match in order to draw down Medicaid Lower Income Pool funding on the provider's behalf. The remainder of the contract shall fund contracted se according to the conditions of Attachment I to this Agreement in an amount of $80.00 per patient visit not to exceed a total of $285,625.00 subject availability of funds. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of C Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Invoice payment requirements do not start until a properly completed invoice is provided.

III. The Provider and the County Mutually Agree

A. Effective and Ending Dates

This contract shall begin on October 1, 2006, and shall end on September 30, 2007.

B. Termination

1. *Termination at Will*

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a less 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 deliver

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* r writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shal final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satis completed prior to notification of termination.

3. *Termination for Breach*

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applic department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemec waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department' remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termin be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, bee by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a terminated by the county for cause.

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

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

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
   Bond Community Health Center
   710 W. Orange Ave.
   Tallahassee, Florida 32310

2. The name of the contact person and street address where financial and administrative records are maintained is:
   Bond Community Health Center
   710 W. Orange Ave.
   Tallahassee, Florida 32310

3. The name, address, and telephone number of the contract manager for the County for this contract is:
   Frederick L. Pearson Jr., Human Services Analyst
   Division of Health and Human Services
   918 Railroad Avenue
   Tallahassee, Florida 32310

4. The name, address, and telephone number of the provider representative responsible for administration of the program under this contract is:
   Bond Community Health Center
   710 W. Orange Ave.
   Tallahassee, Florida 32310 (850) 576-4073

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

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II and Exhibits 1, A, B, C, D, E, & F contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision 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.

Provider: BOND COMMUNITY HEALTH CENTER, INC
710 WEST ORANGE AVE
TALLAHASSEE FL 32310

Signed by: J. R. Richards

Name: J. R. RICHARDS

Title: CEO

Date: 12/6/06

Federal EID# 592426414

LEON COUNTY, FLORIDA

BY: C.E. DePuy, Jr.

C.E. DePuy, Jr., Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY:

Approved as to Form:
Leon County Attorney's Office

BY:
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY
DIVISION OF HEALTH AND HUMAN SERVICES

PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and Neighborhood Health Services, Inc., hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. 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. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

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. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.

c. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

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 department 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 department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
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 department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine
   any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Department

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

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To 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) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department 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 department reserves the right to require additional insurance as specified in Attachment I where appropriate.

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. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in Leon County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to any other compensation of county employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department is not responsible for services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board of County Commissioners with County Logo.* If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and county logo shall appear in the same size letters or type as the name of the organization.

Attachment 3
Page 3 of 4

O. Final Invoice

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the
   provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department . Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The provider, without exception, shall indemnify and save harmless Leon County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. Leon County will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a security interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. *As a condition of a receipt of county funding for this purpose, the provider agrees that, if it disposes of* the property before the department's interest is vacated, the provider will refund the proportionate share of the county's initial investment, as adjusted by depreciation.

S. Information Security

The 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 provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with Leon County Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. The County Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed *$80.00 Per patient visit not to exceed a total of* $355,000.00 subject to the availability of funds. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Invoice payment requirements do not start until a properly completed invoice is provided.

III. The Provider and the County Mutually Agree

A. Effective and Ending Dates

This contract shall begin on October 1, 2006, and shall end on September 30, 2007.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than 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 Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. 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 provisions herein do not limit the department's right to remedies at law or in equity.

4. *Termination for Failure to Satisfactorily Perform Prior Agreement*

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, been notified by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a contract terminated by the county for cause.

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 county budgeting process and subsequently identified in the department's operating budget.

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

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
   Neighborhood Health Services, Inc.,
   438 West Brevard Avenue, RM 11
   Tallahassee, Florida 32301

2. The name of the contact person and street address where financial and administrative records are maintained is:
   Mrs. Inzlea Smith-McGlockton, Executive Director
   Neighborhood Health Services, Inc.
   438 W. Brevard Avenue,
   Tallahassee, Florida 32301

3. The name, address, and telephone number of the contract manager for the County for this contract is:
   Frederick L. Pearson Jr., Human Services Analyst
   Division of Health and Human Services
   918 Railroad Avenue
   Tallahassee, Florida 32310

4. The name, address, and telephone number of the provider's *representative responsible for administration of the program under* this contract is:
   Mrs. Inzlea Smith-McGlockton, Executive Director
   438 W. Brevard Avenue
   Tallahassee, Florida 32301 Telephone 224-2469.

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, Attachments I & II and Exhibits 1, A, B, C, D, E, & F 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.

Provider: Neighborhood Health Services, Inc

Signed by: Inzlea Smith-McGlockton

Name: Inzlea Smith-McGlockton

Title: Executive Director

Date: 9/7/06

Federal EID# 858012628708C-7

LEON COUNTY, FLORIDA

BY: [signature] - Vice Chairman
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: [signature]

Approved as to Form:
Leon County Attorney's Office

BY: [signature]
Herbert W.A. Thiele, Esq.
County Attorney

Attachment # 4
Page 1 of 7

County Primary Healthcare Contract with Bond Community Health Center, Inc. for Women's and Children's Healthcare Services

This Agreement dated this 20th day of September, 2005, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Bond Community Health Center, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the Board has identified the need to further the provision of primary and specialized healthcare services to the citizens of our community; Services to include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the healthcare needs of registered clients; and

WHEREAS, the CareNet group of providers, including Neighborhood Health Services, Bond Community Health Center, Inc., the Capital Medical Society, the FAMU College of Pharmacy, Tallahassee Memorial Healthcare, Tallahassee Community Hospital and Leon County Health Department have provided primary and specialty healthcare services to the citizens of Leon County in a coordinated fashion for a number of years; and

WHEREAS, the Board has determined that a great need for women's and children's healthcare in our community exists above the current level of services offered by the CareNet partners at their current levels of funding and participation; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for the expansion of the existing CareNet program to service the community's additional need for women's and children's healthcare services, and

WHEREAS, the CareNet group of providers have agreed to work cooperatively with the Board to meet that additional community need for women's and children's healthcare services.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Clients To Be Served

The Contractor hereby agrees to serve the following residents of the County in accordance with the following:

1. Eligibility for services under this contract shall be limited to those residents of Leon County with net incomes less than 200% of the most current federal poverty levels established by the U.S. Office of Management and Budget, who seek women's and

children's medical care and who, initially, have no health insurance. Residents with net incomes between 100 and 200% federal poverty level shall be charged a sliding scale rate.

2. No fees of any kind shall be collected for registered comprehensive healthcare clients who are below 100% of the most current federal poverty levels.

3. Clients who are not currently receiving Medicaid or Healthy Kids, or any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.

4. The contractor will determine eligibility for enrollment into primary and specialty care. Eligibility will be determined at least annually. A client shall be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his\her income.

5. The contractor will abide by Health Insurance Portability and Accountability Act (HIPPA) policies and procedures established for the Primary Health Care Program as related to the processing of client's medical information of the women's and children's healthcare program.

Section 2: Services to be offered by the Contractor:

1. The Contractor shall provide women's and children's specialty healthcare services to qualifying recipients.

Section 3: Reports to be performed by Contractor:

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 15th day of the month. The invoice shall be sent to the following address to the attention of the "Uninsured Healthcare Program Administrator"

Leon County Health and
Human Services Division
918 Railroad Ave.
Tallahassee, FL 32301

2. The Contractor must submit the required attachments as designated in the monthly invoice (please see Attachment A). These attachments shall at a minimum contain the following information:

A) A comprehensive list of all clients registered during the month to include the unique client identification number and program start date.

B) Number of total patients (seen by contractor entirely) and total patient encounters per month.

C) Number of new and existing Women's Health program patients and number of new and existing Women's Health program patient encounters per month.

D) Total amount of sliding scale fee revenues collected specifying the number of patients from which it was collected.

3. The Contractor shall provide a Client Satisfaction Survey to randomly sample a minimum of 20 women's and children's care clients seen during each quarter of the contract period. This survey shall be similar to the one delineated in the contract between the Leon County Health Department and the contractor (Please See Attachment B). Completed forms shall be forwarded to the county contract manager, as part of the Quarterly Progress Report.

4. Annually, the Contractor shall submit a final report that provides a detailed summary of all expenditures utilizing the funds from this contract. The annual report shall include a comprehensive detail of the amount of new women and children patients as compared to overall patients served by the Contractor and the types of service performed in the reporting year. The report will also compare the current period against measures from previous years.

Section 4: Audits, Records, and Records Retention:

The Contractor agrees:

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, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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

Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

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 subject to HIPPA.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as the records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring:

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment:

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one thirty-sixth (1/36) of the following total contractual amount: $1,051,233.00 for a period of thirty six (36) months. The contractual amounts which follow are based upon the following line items for a twelve months period.

Women's and Children's Health Care Services:	
OB/GYN Physician (12 Hrs / Wk) @ $180 per Hour:	$ 112,320
Pediatrician (2 days / wk) @ $110 per Hour:	$ 91,520
1.0 FTE LPN	$ 30,000
1.0 FTE Prenatal Case Manager	$ 30,000
1.0 FTE Community Liaison/Outreach Person	$ 27,000
On Call Coverage	$ 59,571

The specialty physicians contracted hereunder shall have admitting privileges at Tallahassee Memorial Hospital and/or Capital Regional Medical Center, or both, and shall have back-up coverage.

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice (Exhibit A). The monthly invoice is to be completed and submitted by the Contractor to the County.

3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract are hired by the Contractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Sliding Scale Fees:

Sliding scale fees shall be charged to qualifying patients who are above 100% and at or below 200% of federal poverty levels.

Section 8: Term:

The length of this contract shall be for a term of thirty-six (36) months beginning on October 1, 2005 and ending on September 30, 2008.

Section 9: Hold Harmless:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

Section 10: Termination

1. The County may terminate this contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the contractor or due to the discovery of noncompliance with any item detailed within the sections of this contract.

Section 11: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations make changes in this contract necessary.

Section 12: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 13: Budget

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

Section 14: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 15: Assignments

Section 15: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

Section 16: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 17: Contractor's Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

WHERETO, the parties have set their hands.

CONTRACTOR
BOND COMMUNITY HEALTH CENTER, INC.

BY: _____

Title: CEO

DATE: 9/14/05

County Case Management Contract with Capital Medical Society Foundation

This Agreement dated this 18th day of September, 2006, by and between LEON COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Capital Medical Society Foundation, hereinafter referred to as the "Contractor."

WHEREAS, the Board has identified the need to further the provision of primary healthcare services to the uninsured citizens of our community; Services to 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 case management of the healthcare needs of registered clients; and

WHEREAS, the CareNet group of providers, including Neighborhood Health Services, Bond Community Health Center, the Capital Medical Society Foundation, the FAMU College of Pharmacy, Tallahassee Memorial Healthcare, Tallahassee Community Hospital and Leon County Health Department have provided primary and specialty healthcare services to the uninsured citizens of Leon County in a coordinated fashion for a number of years; and

WHEREAS, the Board has determined that a greater need for healthcare for the uninsured in our community exists above the current level of services offered by the CareNet partners at their current levels of funding and participation; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for the expansion of the existing CareNet program to service the community's additional need for healthcare services for the uninsured; and

WHEREAS, the CareNet group of providers have agreed to work cooperatively with the Board to meet that additional community need for healthcare services for the uninsured;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Clients To Be Served

The contractor hereby agrees to serve the following residents of the county with the following restrictions:

1. Eligibility for services under this contract shall be limited to those residents of Leon County under the age of 65 with net incomes less than 100% of the most current federal poverty levels established by the U.S. Office of Management and Budget, who seek primary medical care, have no health insurance, and are not currently covered under any other state or federal assistance program. Residents with net incomes between 100 and

200% federal poverty level shall arrange to pay for all or a portion of the specialty care services they receive while simultaneously receiving short term case management by Contractor.

2. No fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current federal poverty levels.

3. Clients who are not currently receiving Medicaid or Healthy Kids, or any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.

4. Clients who are enrolled in Medicaid, Medicare, Healthy Kids, or any other insurance program will not be eligible for services under this contract.

5. The contractor will determine eligibility for enrollment into primary care. Eligibility will be determined at least annually. A client shall be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his\her income.

6. The contractor will abide by HIPPA policies and procedures established for the Primary Health Care Program as related to the processing of client's medical information

Section 2: Services to be offered per this contract by Contractor:

1. The Contractor shall provide primary healthcare services to qualifying recipients including, but not limited to, those services delineated in the attached contract between the Leon County Health Department and the Contractor unless otherwise specified herein (Attachment #2). These services shall be provided in the manner detailed in the attached contract

Section 3: Reports to be performed by Contractor:

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 15th day of the month. The invoice should be sent to the following address to the attention of the "Uninsured Healthcare Program Administrator:"

Leon County Health and Human Services Division
918 Railroad Ave.
Tallahassee, FL 32310

2. The Contractor must submit the required attachments as the designated in the monthly invoice. For the purposes of this contract "New" Patients means those receiving services and charged to the Leon County Primary Health Care Program. "Existing" patients means those receiving services and charged to the Leon County Health Department. These attachments shall at a minimum contain the following information:

   A) A comprehensive list of all clients registered during the month to include the unique client identification number and program start date.
   B) Number of total patients (seen by contractor entirely) and total patient encounters per month.
   C) Number of new and existing CareNet patients and number of new and existing CareNet patient encounters per month.

3. The Contractor will provide a Client Satisfaction Survey to randomly sample a minimum of 20 primary care clients seen during each quarter of the contract period. This survey shall be similar to the one delineated in the contract between the Leon County Health Department and the contractor (Please See Attachment #3). Completed forms will be forwarded to the county contract manager.

4. Annually, the County will submit a final report that provides a detailed summary of all expenditures utilizing the funds from this contract. The annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the contractor and the types of service performed in the reporting year. The report will also compare the current period against measures from previous years.

Section 4: Audits, Records, and Records Retention:

The Contractor agrees:

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, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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

Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

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 subject to HIPPA.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as the records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring:

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment:

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one twelfth (1/12) of the following total contractual amount: $90,043.00. The contractual amount is based upon the following line items (for twelve months):

Primary Care Services:	
0.5 FTE Project Coordinator	$23,840
1.0 FTE Case Manager	$29,484
1.0 FTE Support Staff person	$21,060
Operating Expenses (recurring costs)	$9,232
Capital Outlay	$6,427
Total:	$90,043

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice (Exhibit A). The monthly invoice is to be completed and submitted by the Contractor to the County.

3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract is hired by the Contractor or County authorized Subcontractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Term:

The length of this contract shall be for a term of twelve months beginning on October 1, 2006 and ending on September 30, 2007.

Section 8: Hold Harmless:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

Section 9: Termination

1. The County may terminate this contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of

termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the contractor or due to the discovery of noncompliance with any item detailed within the sections of this contract.

Section 10: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations makes changes in this contract necessary.

Section 11: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 12: Budget

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

Section 13: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 14: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

Section 15: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity

crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 16: Contractor's Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

Signed:

Karen Wendland

CAPITAL MEDICAL SOCIETY FOUNDATION
Karen Wendland
Executive Director

DATE: 11-14-02

WITNESS: Rosalie Cook

WITNESS:

Attachment # 5
Page 8 of 8

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

DATE: 11-14-06

ATTEST:
BOB INZER, CLERK OF COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

Leon County Pharmaceutical Care Contract with Florida A&M University College of Pharmacy

This Agreement dated this __ day of September. 2006, by and between LEON COUNTY, a political subdivision of the State of Florida. hereinafter referred to as the "County" and Florida Agricultural and Mechanical University acting for and on behalf of the FAMU Board of Trustees a public corporation of the State of Florida. hereinafter referred to as the "College" or "Contractor."

WHEREAS. the COLLEGE and County share a common mission to provide the highest quality of pharmaceutical services and care to the uninsured residents of Leon County, Florida. and;

WHEREAS. the COLLEGE and County agree that it would be in their mutual interest to expand the current level of pharmaceutical services and concentrate all pharmaceutical operations for all uninsured Leon County residents at the 872 W. Orange Ave. Tallahassee, Florida and the 438 W. Brevard Street , Tallahassee. Florida: and

WHEREAS. the COLLEGE and the County have determined that a greater need for concentrated pharmaceutical care for the uninsured in our community exists above the current level of services offered at the several scattered sites at the current levels of funding and participation: and

WHEREAS. the County has found it in the best interest of Leon County to dedicate funding for the expansion of concentrated pharmaceutical care and operations for pharmaceutical services for the uninsured; and

WHEREAS. the College has agreed to work cooperatively with the County to meet that additional community need for concentrated pharmaceutical services for the uninsured:

NOW. THEREFORE, the parties hereto agree as follows:

Section 1; Plan of Operations

The objective of the Unified Pharmaceutical Plan is to operate several community pharmacies to provide pharmaceutical services for Leon County's uninsured. Under the administration of the FAMU College of Pharmacy. the Unified Pharmaceutical Plan will include:

1. The FAMU Health Department Pharmacy located at the Bond Community Health Center at 872 W. Orange Avenue.

   The patients of the Bond Community Health Center will continue to receive the same level of pharmaceutical services that they are currently receiving but services will be expanded to serve all patients. Hours of operation will be Monday through Thursday 8:30am – 1:30pm and 2pm - 5pm; Friday 8:30am – 1:30pm and

2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.

2. The FAMU Health Department Pharmacy located at the Neighborhood Health Services Clinic at W. Brevard Street.

Patients of Neighborhood Health Services will continue to receive the same level of pharmaceutical services that they are currently receiving. The College of Pharmacy will assume the administrative and operational duties of the pharmacy. Administrative services will include staffing, formulary management, etc. Hours of operation will be Monday through Friday 9am – 1:30pm and 2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.

3. The FAMU Health Department Pharmacy located at an additional site.

The third pharmacy should be in a location convenient to uninsured patients who have received services at either the Tallahassee Memorial Healthcare or Capital Regional Medical Center emergency rooms. Uninsured patients, upon discharge from either of the local hospital emergency rooms will be able to access low-cost medications. The supply of medications dispensed to these patients will be sufficient to sustain patients until they have made an appointment to be seen by a physician via a CareNet referral to either Bond Community Health Center or Neighborhood Health Services. The third pharmacy should also have sufficient space to house administrative staff and rooms for disease state management classes. Inclusion of the third pharmacy site will be added as an addendum to the contract.

All pharmacy locations will be electronically linked with secure technology to access the RX30 program, a pharmacy database located on a central server, currently housed at 872 West Orange Avenue. This existing equipment is used by the FAMU Health Department Pharmacy located at the 872 West Orange Avenue location to operate their services at that location. The network will be compliant with all HIPAA regulations.

These services will be monitored and managed by Leon County Health Department IT staff, which will also provide help desk and troubleshooting services to the FAMU Health Department Pharmacy sites for desktop and connectivity support.

The College of Pharmacy will manage the day-to-day operations of each pharmacy location and relieve each clinic site of pharmacy management responsibilities and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. The College of Pharmacy will provide the expertise to ensure proper Florida licensing for pharmacy practice, adherence to all Florida Statutes governing the profession of pharmacy and development of clinical pharmacy programs.

Section 2: Scope of Services:

The purpose of the expansion of services will be to provide unified pharmaceutical services to all uninsured patients of Leon County. Services provided by the College of Pharmacy will include:

A. Coordinate and unify pharmacy services for indigent patients at the Bond Community Health Center, Neighborhood Health Services, and the two local hospitals.
B. Development of policies and procedures for pharmaceutical services from each primary care site.
C. Development of a community wide formulary for distribution to health care providers of the uninsured.
D. Coordinated Patient Assistance Programs (PAP) for uninsured residents of Leon County.
E. Enroll the County's Unified Program into drug manufacturer bulk replacement programs
F. Filling/dispensing prescription and OTC medications.
G. Counseling services including Drug Utilization Review interventions and patient drug monitoring.
H. Provide patient education seminars for specific disease state management to better control patient medical conditions.
I. Track medications dispensed for Leon County patients .
J. Generating reports requested by Leon County for facilitation and accountability of pharmaceutical services in the county.
K. Conduct outcomes research and utilization studies to assess therapeutic outcomes.

All revenues generated by the unified pharmaceutical program through the provision of services listed above will be placed back into the unified program for the purchase of medications, equipment, supplies, or any other expenditures deemed necessary by the College of Pharmacy and approved in writing by Leon County.

Section 3: Reports to be performed by Contractor:

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 15th day of the month. The invoice should be sent to the following address to the attention of the "Uninsured Healthcare Program Administrator:"

Division of Health and Human Services
918 Railroad Avenue
Tallahassee, Florida 32310

2. The Contractor must submit required documentation to the monthly invoice. These attachments shall at a minimum contain the following information:

A) Number of prescriptions filled per month.
B) Number of Patient Assistance medications received and the retail

value.

3. The Contractor must submit a Quarterly Progress Report that is to include the total number of prescriptions filled, the number of patient assistance medications received and the retail value of the medications, and a summary of expenditures for medications and salary expenses, respectively, as documented during the respective quarter.

4. The Quarterly Progress Report is to be submitted with the monthly invoice for the months of March, June and September. The quarterly report must be attached to the respective monthly invoice in order for the county to proceed with invoice processing and payment, unless otherwise specified by the Board.

5. Annually, the Contractor will submit a final report that provides a detailed summary of all expenditures made utilizing the funds from this contract. This annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the provider and the types of service performed during the reporting year. The report will also compare the current period against measures from previous years.

Section 4: Audits, Records, and Records Retention:

The Contractor agrees:

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, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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 Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

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. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(1)(10), shall have full access to and the right to examine any of provider's

contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring:

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment:

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one twelfth (1/12) of the following total contractual amount: $355,000.00. The contractual amount is based upon the following line items (for twelve months):

Pharmaceutical Care Services:

872 W. Orange Avenue Site
1.0 FTE RX Manager
$91,440 (salary + fringe)

1.0 FTE Pharmacy Technician
$43,018 (salary + fringe)

MedData Services $ 3,000

RX-30 Software $ 2,280

438 W. Brevard Street Site
1.0 FTE RX Manager
$91,440 (salary + fringe)

1.0 FTE Pharmacy Technician
$43,018 (salary + fringe)

MedData Services$ 3,000

RX-30 Software$ 2,280

Both Sites	1.5 FTE PAP Coordinator	$51,375 (salary + fringe)
	Equipment and Supplies	$24,149

Total: **$355,000**

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice. The monthly invoice is to be completed and submitted by the Contractor to the County.

3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract are hired by the Contractor or County authorized Subcontractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Time:

The length of this contract shall be for a term of twelve months beginning on October 1, 2006 and ending on September 30, 2007 with renewability.

Section 8: Hold Harmless:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee, in a manner consistent with section 768.28, Florida Statues.. The County may, at its sole option, defend itself or allow the Contractor to provide the defense.

Section 10: Termination

1. The County may terminate this contract without cause, by giving the Contractor sixty (60) days written notice of termination. Either party may terminate this contract for cause by giving the other party hereto sixty (60) days written notice of termination. The County shall not be required to give the Contractor such sixty (60) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the provider or due to the discovery of noncompliance with any item detailed within the sections of this contract.

Section 11: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations makes changes in this contract necessary.

Section 12: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 13: Budget

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the renewal of the contract.

Section 14: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 15: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

Section 16: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime. Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 17: Contractor's Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Debra Austin

Deborah Austin, Ph.D.
Provost and Vice-President Academic Affairs

1/18/07
Date

Robert L. Thomas, Pharm.D.
Interim Dean, College of Pharmacy
And Pharmaceutical Sciences

1/17/07
Date

CASTELL V. BRYANT
Interim President

Approved as to form, but Legality

subject to execution by all parties.

Office of General Counsel

BY: _____

David C. Self, II
Associate General Counsel

01/11/07
Date

LEON COUNTY, FLORIDA

BY: _____
C.E. DePuy, Jr., Chairman, Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____

Herbert W.A. Thiele, Esq. County Attorney

Attachment 6
Page 11 of 12

MONTHLY INVOICE for _____, 2006

LEON COUNTY UNINSURED HEALTHCARE PROGRAM

Under the terms of contract #_____. this is a request for payment for services rendered by Florida A&M University College of Pharmacy and Pharmaceutical Sciences for the month of _____. 2006.

Reimbursement Request:

Professional/Clerical Staff*:

2.0 FTE Pharmacy Manager	$_____
2.0 FTE Pharmacy Technician	$_____
1.5 FTE PAP Coordinator	$_____
	$_____

Supplies

MedData Services	$_____
RX-30 Software	$_____

Total Amount Billed:

* Request reimbursement only for positions that are filled during the billing period including the date of hire for each respective position.

Reimbursement Summary:

Total Contract Amount	$ 355,000.00
Less Prior Reimbursements	
$(_____)	
Less Billing this Period	
$(_____)	
Contract Amount Remaining	
$_____	

Provider Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____

Attachment Request:

In order to process this invoice. the Contractor must attach the following information for the current monthly reporting period (sample submission is Attachment 2 to this agreement):

1) Total number of prescriptions filled

2) Total number of PAP applications received and dollar value of medications.

Reporting Quarter _____, 2006

Number of prescriptions filled _____

Number of PAP medications received _____

Retail Value of PAP_____

Quarterly Expenditure Summary:

RX Manager

Pharmacy Technician

MedData Services

RX-30 Software

Activities/Concerns/Challenges during this reporting period; Outlook for the next reporting period (planned activities, expansion, outreach, etc.):

FLORIDA DEPARTMENT OF HEALTH

Attachment # 7
Page 1 of 2

Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
Secretary of Health

DATE: June 15, 2007

TO: *Don Lanham, Health and Human Services Director*

FROM: Homer J. Rice, Leon County Health Department Administrator

SUBJECT: Primary Health Care Service Delivery

As a follow-up to the Leon County Board of County Commissioners meeting on May 22, 2007, Commissioner Desloge requested the Leon County Health Department investigate the potential for providing primary healthcare services directly. The Health Department provided primary care services to the citizens of Leon County for many years, but chose to contract those services to the two existing clinics, NHS and Bond, to avoid duplication of efforts. There are two basic ways for the Health Department to provide primary care:

I. Continue the contractual arrangement the Health Department currently maintains with Bond Community Health Center and Neighborhood Health Services (NHS) to provide primary healthcare services. The Health Department currently pays $100.00 per client encounter to each of these entities to provide primary healthcare services to approximately 3,900 uninsured persons in Leon County.

II. Provide primary healthcare services directly at our location at 872 West Orange Avenue. This proposal entails Bond vacating our facility on Orange Avenue. Costs for operating a clinic would run approximately $400,000, including salaries for a family physician, registered nurse, records and support staff. Some funds would be generated through Medicaid and fee for service collections, however we estimate a large portion of the Southside population will be on a sliding fee scale and not eligible for Medicaid. Depending upon the complexity of cases, we expect we would see approximately 5,000 clients and deliver approximately 12,000 services per year. We could operate this clinic with our existing State primary care dollars that are currently contracted to Bond and NHS. In the various scenarios we considered, we took into consideration the impact of overall service delivery in Leon County if we withdrew our primary care funding from Bond and NHS. As a Federally Qualified Health Center, Bond receives federal funding for their operation. Bond could therefore continue their operation without the Health Department contract. It is very likely that the loss of the Health Department contract with NHS would severely impact the ability of NHS to deliver services. An alternative may be to integrate Neighborhood Health Services into our facility at 1515 Old Bainbridge Road and move our current clinic on the East side of the facility to 872 West Orange Avenue. By moving our current clinic operations to Orange Avenue we would save many of the staffing costs of a new clinic. These savings could then be used to provide additional services or pharmacy. By integrating NHS into our facility, they would save the rental cost from their current facility and use those savings to provide primary care services on Old Bainbridge Road. We are exploring the possibility of hiring the NHS primary care physician as a Health Department employee, which would then cover

the physician malpractice insurance costs under sovereign immunity. The physician would be assigned to the clinic on Old Bainbridge Road and would see clients for NHS in that facility. We currently provide family planning, chronic disease services, sexually transmitted diseases diagnosis and treatment, tuberculosis treatment, and immunizations at our two clinics on Old Bainbridge Road. By providing these services as well as adult health services at our Orange Avenue site and helping NHS to continue in operation, there would be a net increase in services available to the citizens of Leon County.

Leon County currently allocates $317,000 to the Health Department for operations. For the Health Department to provide primary care, we need the Counties continued support in funding and building services. For NHS to continue to serve the indigent population in Leon County we recommend funding NHS at their current level. The savings realized by co-locating with the Health Department will allow NHS to cease operating at a deficit, but will not cover the loss of County funding.

Due to the uncertainty of funding and the complexity of the issue, please understand that these proposals are not intended to be a firm commitment to any one plan. We will continue to evaluate the best way to insure primary care to the citizens of Leon County through the Health Department or through partnerships that we may be able to leverage.

Thank you.

Table #2: FY07/08 Voting Requirements and Millage Rates

	Simple Majority *Rolledback Minus 5%*		**Super Majority** *Rolledback*		**Unanimous Vote** *Prior Year's Millage Rate*	
FY2007/2008 Levy	Max Millage	Max Revenue	Max Millage	Additional Revenue over Simple Majority	Max Millage	Additional Revenue over Simple Majority
General Revenue	7.05	$108,481,482	7.41	$5,709,552	7.99	$14,507,912
EMS MSTU	0.45	$6,930,829	0.46	$214,356	0.5	$800,746

Notes:

1. *The above amounts were calculated using the Property Appraiser's June 1, 2007 estimate.* The Property Appraiser will provide final estimates on July 1, 2007.
2. As of the time this table was prepared, a final enrolled bill was not available for review. In addition, the Department of Revenue has not released any information relating to how the specific calculations will be prepared.
3. *The calculations are predicated on information contained in the bill and legislative presentations conducted during the special session.*
4. In addition to the above options, additional millage rates can be approved by voter referendum.