AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between Leon County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Tallahassee Memorial Healthcare, Inc., hereinafter referred to as the "Hospital."

WHEREAS, Senate Bill 2-A, the General Appropriations Act of the State of Florida for FY 2003-2004, establishing primary care services as an eligible category for participation in Medicaid upper payment limit special Medicaid payments program, as administered by the Agency for Health Care Administration; and

WHEREAS, Leon County's primary health care program is supported by property tax revenues generated as a result of the primary healthcare municipal taxing unit ("MSTU"), and thus meets the requirements for participation in the Medicaid upper payment limit special Medicaid payment program as administered for the State of Florida, Agency for Health Care Administration; and

WHEREAS, Leon County participates in the Medicaid upper payment limit special Medicaid payments program to further the provision of primary health care services to the citizens of Leon County; and

WHEREAS, Leon County's primary health care program secures primary health care services from the Bond Community Health Care Center, Inc. and Neighborhood Health Services, Inc.

NOW, THEREFORE, in consideration of mutual promises and covenants between the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

1. **Participation in Primary Health Care Program.**

The Hospital agrees to participate with the County in the primary health care program, to provide healthcare services to the uninsured, underinsured, and medically indigent residents of Leon County.

2. **Payments.**

a. The Hospital agrees to pay to Leon County, Florida, an amount equal to that amount Leon County transmits to the State of Florida, Agency for Health Care Administration, hereinafter ("ACHA"), plus 17.5%, for each fiscal year quarter beginning July 1, 2003. Such payment is due and shall be paid to Leon County within ten (10) days after receipt of such amount from ACHA. Thereafter, each successive payment in an amount equal to that amount of monies deposited with ACHA, plus 17.5% is due and shall be paid to Leon County no later than ten (10) days after receipt of such amount from ACHA for each successive fiscal year quarter.

b. In the event that all or a portion less than 17.5% in Federal Matching Funds from ACHA are not received by the Hospital, the Hospital shall transmit to the County any and all monies which are received from ACHA no later than 10 days after such amount is received from ACHA.

c. **Restricted Use of Funds:** The County shall establish a separate deposit account, the sole purpose of which shall be to receive the funds from the Hospital and, in turn, to fund the provision of primary health care services to the uninsured, underinsured and medically indigent residents of the county as authorized by the Program; said account and expenditures shall be restricted such that any and all funds received hereunder shall be used for no other purpose. The County shall maintain all records with regard to any payments and funding hereunder and shall make all such records available to the Hospital

and the public as may be required law.

3. **Term.**

This Agreement shall be for a period of one year, commencing on July 1, 2003, through June 30, 2004. This Agreement may be renewed annually after the initial term upon the mutual consent of both parties hereto and upon such terms and conditions as may be negotiated.

4. **Miscellaneous.**

a. **Assignment:** The parties shall not assign any portion of this Agreement without first obtaining the written consent of the non-assigning party. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, shall not convey any rights to the assignee.

b. **Entire and Complete Agreement:** This Agreement constitutes the entire and complete Agreement of the parties with respect to the obligations required hereunder. This Agreement, unless provided hereunto the contrary, may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.

c. **Applicable Law:** The law of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement.

d. **Venue:** Venue for all actions at law or in equity shall lie in Leon County, Florida.

e. **Severability:** In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determination, implement and give effect to the intentions of the parties, as reflected herein, and the other provisions of this Agreement shall, as amended, modified,

supplemented, or otherwise affected by such actions, remain in full force and effect.

IN WITNESS WHEREOF the parties have duly executed this Agreement on this _____ day of _____, 2003.

WITNESSES:

_____

_____

Tallahassee Memorial Hospital, Inc.

By:_____

Date:_____

LEON COUNTY, FLORIDA

BY:_____
Jane Sauls, Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY:_____

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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