AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2004, by and between Leon County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "the County") and Tallahassee Memorial Healthcare, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "the Hospital").

WHEREAS, the Hospital operates a hospital licensed under Chapter 395, Florida Statutes; and

WHEREAS, the Hospital, in conjunction with the County, believes it is desirable to provide health care services to the uninsured residents of the County; and

WHEREAS, the County has provided for the establishment of a program for providing primary health care services to the uninsured, underinsured and medically indigent residents of the County (hereinafter referred to as "the Primary Health Care Program"); and

WHEREAS, the establishment and maintenance of the Primary Health Care Program is in the common interest of the people of Leon County; and

WHEREAS, House Bill 1835, the General Appropriations Act of the State of Florida for FY 2004-2005, establishes primary care services as an eligible category for participation in the Medicaid Upper Payment Limit Special Medicaid Payment Program ("the Payment Program"), as administered for the State of Florida, Agency for Health Care Administration ("AHCA"); and

WHEREAS, the Primary Health Care Program is supported by property tax revenues generated by an indigent care municipal services taxing unit ("MSTU"), and thus meets the requirements for participation in the Payment Program; and

WHEREAS, the Primary Health Care Program secures primary health care services from the Bond Community Health Care Center, Inc. and Neighborhood Health Services, Inc.; and

WHEREAS, Leon County participates in the Payment Program to support the provision of primary health care services to the uninsured, under-insured and medically indigent residents of Leon County through the Primary Health Care Program.

NOW THEREFORE, be it resolved that it is in the best interest of the Hospital and the County to enter into this Agreement for the provision of health care to the uninsured, underinsured and medically indigent residents of Leon County. In consideration of the mutual promises and covenants herein contained, and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **TERM:** The term of this Agreement shall commence on July 1, 2004, and terminate on June 30, 2005.

2. **COUNTY OBLIGATIONS:**

A. THE PROGRAM: The County shall provide, or arrange to provide, health care services for the uninsured, underinsured and medically indigent residents of the County through the Primary Health Care Program. The Hospital agrees with the direction the County has taken in the establishment of the Program for the overall delivery of primary care services to the uninsured, underinsured and medically indigent residents of the County.

B. 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 as described below 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 Primary Health Care 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 by law.

3. **HOSPITAL OBLIGATIONS:** Over the term of this Agreement, the Hospital shall pay the County a total of one million one hundred and seventy-five thousand dollars ($1,175,000.00) for the provision of health care services as authorized in the Primary Health Care Program delivery mechanism. The Hospital shall make four (4) quarterly payments to the County of two hundred ninety-three thousand seven-hundred fifty dollars ($293,750.00) each, beginning once the Florida Title XIX Inpatient Hospital Reimbursement Plan, Version XX has been duly approved and fully implemented by the Center for Medicare and Medicaid Services ("CMS"). All payments disbursed from the Hospital to the County must be received by the County no later than June 30, 2005. All money paid to the County hereunder shall be paid into a separate, restricted funds account established by the County, the sole use for which shall be to fund the provision of primary health care services to the uninsured, underinsured and medically indigent residents of the county as authorized by the Primary Care Program and which shall be used for no other purpose. The Hospital shall remit to the County such amounts described herein which are received from CMS, via AHCA, within ten (10) days after receipt of such fund from AHCA.

4. **CONTINGENCY:** This Agreement and the obligations set forth herein are contingent upon all required local, state and federal approval of this Agreement and the Florida Title XIX Inpatient Hospital Reimbursement Plan, Version XX and fulfillment of the State's obligations under the General Appropriations Act of 2004/2005. This Agreement is also contingent upon the receipt, in full, by the Hospital of all funds to be delivered to the Hospital hereunder. In the event that all or a portion less than one million one hundred seventy-five thousand ($1,175,000) from CMS, via ACHA, are not received by the Hospital, the Hospital shall transmit to the

County any and all monies hereunder which are received from ACHA, no later than 10 days after such amount is received from ACHA.

5. **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.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this ___ day of _____, 2004.

LEON COUNTY, FLORIDA

BY: _____
JANE G. SAULS, 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

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

BY: _____
G. MARK O'BRYANT, PRESIDENT/CEO

(CORPORATE SEAL)