

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
Regular Meeting &
Board Reorganization
November 17, 2009**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Desloge presiding. Present were Commissioners Akinyemi, Thaell, Proctor, Rackleff, Dailey, and Sauls. Also present were County Administrator Parwez Alam, County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

The Invocation was provided by Chairman Bryan Desloge who then led the Pledge of Allegiance.

Awards and Presentations:

- Commissioner Akinyemi presented a Resolution to the John S. and James L. Knight Foundation in Recognition of its Donation of 150 Net Books to the LeRoy Collins Leon County Library
- Mike Pate, Knight Foundation Director, accepted the Resolution and stated that the Foundation has been working with the community for almost 50 years and approximately \$22 million have been returned to the community as a result of the Foundation's work.

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Resolution

WHEREAS, the John S. and James L. Knight Foundation, headquartered in Miami, was established in 1950; and

WHEREAS, the Knight Foundation's mission is to promote excellence in journalism worldwide and to invest in the vitality of the U.S. communities where the Knight brothers owned newspapers; and

WHEREAS, the Knight Foundation has invested more than \$639 million to the twenty-six Knight communities developing customized approaches to each community's greatest opportunity; and

WHEREAS, the Knight Foundation focuses on projects that promote community engagement and lead to transformational change; and

WHEREAS, the Knight Foundation has provided the LeRoy Collins Leon County Public Library System with a grant in the amount of \$83,250 as a part of an effort to reinforce the findings of the Knight Commission on the Information Needs of Communities in a Democracy which assessed how communities across the country receive news and information; and

WHEREAS, the grant monies will go towards the purchase of 150 new netbooks for the LeRoy Collins Leon County Public Library System which will significantly expand residents' access to the internet including providing 380,000 more hours of internet usage per year at libraries across the county; and

WHEREAS, this grant is an exceptional example of public and private partnering to promote and enhance the quality of life of the residents of our great community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that

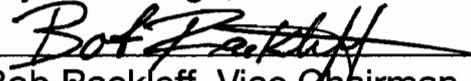
The John S. and James L. Knight Foundation

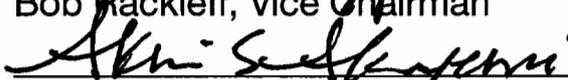
is to be held in the highest of regards for their commitment to the evolution of the public spirit, transformation of the public mind, development of creative potential, and fulfillment of Leon County's public digital needs through their generous grant to the LeRoy Collins Leon County Public Library System.

Dated this 17th day of November, A.D., 2009

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA


Bryan Desloge, Chairman


Bob Rackleff, Vice Chairman


Akin Akinyemi

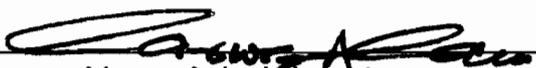

John Dailey


William C. Proctor


Jane G. Sauls

Cliff Thael

ATTEST:


Parwez Alam, Administrator

Consent:

Commissioner Thael moved, duly seconded by Commissioner Sauls, to approve the all items on the Consent Agenda. The motion carried 7-0.

- 1. Approval of Minutes: October 13, 2009 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex; October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing, and October 13, 2009 Regular Meeting.**

The Board approved Option 1: Approve the minutes of the October 13,2009 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex; October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing, and October 13, 2009 Regular Meeting.

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Board of County Commissioners
Leon County, Florida
www.leoncountyfl.gov

Agenda Item
Executive Summary
November 17, 2009

Title:

Approval of Minutes: October 13, 209 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex; October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing; and, October 13, 2009 Regular Meeting

Staff:

Bob Inzer, Clerk of the Court
David Reid, Finance Director

Issue Briefing:

This agenda item seeks Board review and approval of the following minutes: October 13, 209 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex (Attachment #1); October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing (Attachment #2); and, October 13, 2009 Regular Meeting (Attachment #3).

Fiscal Impact:

This item has no fiscal impact to the County.

Options:

1. Approve the minutes of October 13, 209 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex; October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing, and October 13, 2009 Regular Meeting.
2. Approve the minutes of the October 13, 209 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex; October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing, and October 13, 2009 Regular Meeting, as modified.
3. Board Direction.

Staff Recommendation:

Option #1: Approve the minutes of the October 13, 209 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex; October 13, 2009 Joint City/County Commission 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing, and October 13, 2009 Regular Meeting.

Attachments:

1. October 13, 209 Joint City/County Commission Meeting to Approve Selection of Construction-Manager for the Public Safety Complex
2. October 13, 2009 Joint City/County 2009-2 Comp Plan Adoption Hearing/2010-1 Transmittal Public Hearing
3. October 13, 2009 Regular Meeting

**Joint City/County Commission Meeting
Approval of Construction-Manager Services
For the Public Safety Complex
October 13, 2009
LEON COUNTY, FLORIDA**

A meeting of the Joint City/County Commissions was held to approve the selection of the Construction-Manager Services for the Public Safety Complex. Chairman Desloge called the meeting to order at 5:20 p.m.

Present were County Commissioners Desloge, Sauls, Thael, Akinyemi, Proctor, Rackleff and Dailey. City Commissioners present were Mayor Marks and Commissioners Lightsey, Mustian, Gillum and Ziffer. Also present were County Administrator Parwez Alam, County Attorney Herb Thiele, City Attorney Jim English, and Board Secretary Rebecca Vause.

Alan Rosenzweig, Assistant County Administrator, explained that the purpose of the Joint Meeting was to seek authorization to negotiate and execute a contract with Ajax Building Corporation/Construction Support Southeast for construction management services in support of the public safety complex. He provided a chronology of events leading up to the recommendation of the Public Safety Communications Board (PSCB) to the Joint Commission. He pointed out that the PSCB, at its August 17, 2009 meeting, considered information provided by the County Attorney regarding concerns related to the use of price in the selection process. The PSCB voted unanimously to remove cost from consideration; this action did not alter the overall ranking and Ajax continued to be ranked number one.

Speaker

- Rick Bateman, 401 E. Virginia St., spoke on behalf of Baycrest, Turner, Pinnacle. He asserted that the bid was improper and invalid and opined that the RFP unintentionally violated Florida Statutes Sections 255 and 287.055(4)(b).

Commissioner Gillum established with County Attorney Thiele that no formal appeal was filed.

- Jay Smith, 1544 Isabelle Court, represented Ajax Construction. He requested that the Joint Commission accept staff's recommendation and the unanimous vote of the PSCB for the Selection of Ajax as the construction manager of the public safety complex. He added that the PSCB's recommendation to award the bid to Ajax was based only on qualifications and its team.

Mayor Marks asked Mr. Thiele to address the allegations that the process was flawed and to provide the current status of the RFP. Mr. Thiele responded that he did have initial concerns regarding the inclusion of pricing in the bid component; however, these concerns were presented to the PSCB for consideration and discussion and it was determined by members of the PSCB, by unanimous vote, that removal of pricing from the evaluation criteria would satisfy the concerns over the validity of the RFP. He pointed out that Ajax continued to be the highest ranking firm after the removal of pricing. Mr. Thiele commented that the actions taken by the PSCB significantly diminished the chances of being sued and of losing and that he, along with City Attorney English, supported the recommendation of the PSCB.

Commissioner Thael confirmed with City Attorney English that he concurred with Mr. Thiele in this matter. Commissioner Thael stated, for the record, that this was not the way the process should go and that he was deeply disappointed and very sorry for all the parties that this has landed on the Joint Commission table. Mr. Thiele established with Mr. Thiele that the bid "protest clock" had run out that no formal bid protest had been filed within the County's

purchasing department. Commissioner Thael dialogued with the County Attorney on options available to the Joint Commission. He also voiced urgency for local governments get back to reviewing and approving price bids.

Commissioner Rackleff expressed concern over the original RFP and suggested it be rebid. He stated that he could not support the PSCB's recommendation.

Commissioner Dailey affirmed that 1) both the City and County Attorney support the PSCB's recommendation; 2) no official bid protest had been filed and 3) an avenue for further appeal is available through the courts.

On behalf of the County, Commissioner Dailey moved, duly seconded by Commissioner Akinyemi to approve Options 1 & 2: 1) Authorize County and City staff to commence contract negotiations with the top-ranked firm for construction management services related to the Public Safety Complex and to enter into a contract upon successful negotiations, and 2) If negotiations are unsuccessful with the top-ranked firm, authorize county and City staff to proceed with contract negotiations with the second ranked firm for construction management services related to he Public Safety Complex and to enter into a contract upon successful negotiations.

City Attorney English clarified that City staff did not believe that the process was flawed, nor illegal.

Commissioner Dailey affirmed with City Attorney English, for the record, his support for recommendations 1 & 2. Commissioner Dailey affirmed with County Attorney Thiele, for the record, his support for recommendations 1 & 2.

Commissioner Gillum voiced an assumption that had the process been deemed "illegal" it would never have come before the Joint Commission. He noted that should the bids be rejected, all other criterion that had been met would be thrown out and reiterated that no formal bid protest had been received. He stated that he would support staff's recommendation.

Commissioner Mustian remarked that he would rely on the advice of the City Attorney and accept staff's recommendation.

On behalf of the City, Commissioner Mustian moved, duly seconded by Commissioner Gillum, to approve Options 1 & 2: 1) Authorize County and City staff to commence contract negotiations with the top-ranked firm for construction management services related to the Public Safety Complex and to enter into a contract upon successful negotiations, and 2) If negotiations are unsuccessful with the top-ranked firm, authorize county and City staff to proceed with contract negotiations with the second ranked firm for construction management services related to he Public Safety Complex and to enter into a contract upon successful negotiations.

Commissioner Akinyemi articulated the need to move forward, but continue to look for ways to improve the process. He noted that he would support the motion.

Mayor Marks stated that a protest was not filed and the flaw in the process was cured. He commented that he would rely on the advice of the City Attorney and move forward.

Commissioner Proctor established that all WMBE and local preference policies would be applied.

Commissioner Lightsey declared that her primary goal is to get joint dispatch done and to get it done soon. She expressed disappointment in the potential delay and in the manner in which the process was conducted. Commissioner Lightsey articulated that she would support the motion and would be governed by the City Attorney and City Manager's judgment.

The County's motion to approve Options 1 & 2 carried 5-2 (Commissioners Sauls and Rackleff in opposition)

The City's motion to approve Options 1 & 2 carried 4-0 (Commissioner Ziffer abstaining)

The meeting adjourned at 6:15 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

**Joint City/County Commissions
Public Hearing
Cycle 2009-2 Comprehensive Plan Amendments
Adoption Hearing
October 13, 2009
6:00 p.m.**

Attending: County Commission - Chairman Desloge and Commissioners Sauls, Dailey, Akinyemi, Rackleff, Proctor and ThaeLL. City Commission - Mayor Marks and Commissioners Lightsey, Ziffer, Gillum, and Mustian. Also in attendance were County Attorney Herb Thiele; Assistant City Attorney Linda Hudson, County Administrator Parwez Alam and Board Secretary Rebecca Vause

Call to Order: Chairman Desloge called the Joint City/County Adoption Hearing on Cycle 2009-2 Comprehensive Plan Amendments and the 2010-1 Comprehensive Plan Amendment Cycle Public Hearing to order at 6:15 p.m.

Introductory Comments by Staff:

Fred Goodrow Chief of Comprehensive Planning explained that the purpose of the hearings is to 1) provide an opportunity to receive public input and vote for the Adoption of Cycle 2009-2 Comprehensive Plan Amendments for forwarding to the Department of Community Affairs (DCA) and 2) to receive public input and transmit the 2010-1 Comprehensive Plan Amendment Cycle.

Cycle 2009-2 Amendments

A. Consent Agenda/Action

Map Amendments (Joint Action)
Staff recommends adoption as transmitted to DCA

PCM 090203	PCM 090206
PCM 090203	PCM 090207
PCM 090204	PCM 090208
PCM 090205	

Text Amendments (Joint Action)

PCT 09213	PCT 090216
PCT09013	PCT090217
PCT090214	PCT090218
PCT090215	(as amended by staff)

- PCM 090211 recommended for approval by staff as modified.
- PCT 090222 recommended for approval as transmitted.

Public Speakers:

PCT 090222

- Becky Subrahmanyam, 1257 Cornerstone Lane, voiced support for adoption of the amendment without the 800 feet requirement and suggested that that requirement be done as a separate Comprehensive Plan amendment.

- Pamela Hall: 5051 Quail Valley Road, shared that the Water Resource Committee has weighed in on this issue and recommended expansion not be allowed. She stated that individually she also supported the elimination of the 800 square feet requirement.

Commissioner Dailey shared that the amendment was proposed in an attempt to accommodate Leon County Schools and their potential expansion for Canopy Oaks School and. He expressed support for removing the language referring to the 800 square feet; but approve the comprehensive plan amendment dealing with Canopy Oaks.

On behalf of the County, Commissioner Dailey moved, duly seconded by Commissioner Thaeil, to strike the provision which deals specifically with the design standards for 800 square feet expansion, but move forward with the original intent of the Comprehensive Plan dealing specifically with Canopy Oaks School.

Bryan Weibler, Comprehensive Planner, recommended that the motion include the elimination of "Expansion Standards", as these were developed to address the 800 square foot expansion. *Commissioner Dailey accepted the recommendation and amended his motion to include staff's recommendation to eliminate "Expansion Standards" language.*

Wayne Tedder, Planning Director, stated that due to the previous discussion on the Summerfield Development, he wanted to ensure that any possible legal issues be "put on the table". County Attorney Thiele advised that he "highly recommended" that the Commission at least adopt the motion offered by Commissioner Dailey as part of the Comprehensive Plan package.

The County's motion, as amended carried 7-0.

On behalf of the City, Commissioner Mustian moved, duly seconded by Commissioner Lightsey, to strike the provision which deals specifically with the design standards for 800 square feet expansion, but move forward with the original intent of the Comprehensive Plan dealing specifically with Canopy Oaks School and eliminate "Expansion Standards" language. The motion carried 5-0.

PCM 090205

- Wade Pitt, 805 W. Gadsden, Moore Bass Consulting, represented the property owners and advised that he was available for question. He urged adoption of the amendment.

On behalf of the County, Commissioner Sauls moved, duly seconded by Commissioner Thaeil, transmittal of Comprehensive Amendments Cycle 2009-2 Amendments. The motion carried 7-0.

Adoption of Cycle 2009-2 Plan Amendment Ordinance (City Only)

Assistant City Attorney Linda Hudson, read into the record Ordinance 09-0-43, an Ordinance of the City of Tallahassee adopting amendments to the 2010

Tallahassee/Leon County Comprehensive Plan; providing for severability and conflicts; and providing an effective date.

Commissioner Lightsey moved, duly seconded by Commissioner Gillum to accept City Ordinance 09-0-43. The motion carried 5-0.

City Rezoning and Land Development Code Amendment Public Hearings (City Action Only)

- A. Ms. Hudson read into the record: First and Only Public Hearing Regarding on Ordinance No. 09-Z-35; Proposed Amendment to the Official Zoning Map from R-3 Single and Two Family Residential District to OR-1 Office Residential District on 1.22 acres fronting on the east and west sides of Cadiz Street. These properties are specifically described as 118, 124, and 125 Cadiz Street. This rezoning implements Large Scale Comprehensive Plan map amendment PCM 090205. (No speakers)

Commissioner Ziffer moved, duly seconded by Commissioner Gillum, adoption of Ordinance No. 09-Z-35. The motion carried 5-0.

- B. Ms. Hudson read into the record: First and Only Public Hearing on Ordinance No. 09-Z-36; Proposed Amendment to the Official Zoning Map from Residential Preservation 1 and R-2 Single-Family Detached District to OS Open Space District on 27.6 acres lying south of Creek Road and east and west of North Ridge Road; Silver Lake City Park; and a lot at the Northwest corner of Creek Road and Bunche Avenue. This rezoning implements Large Scale Comprehensive map amendment PCM 090206. (No speakers)

Commissioner Lightsey moved, duly seconded by Commissioner Mustian, adoption of Ordinance No. 09-Z-36. The motion carried 5-0.

- C. First and Only Public Hearing on Ordinance No. 09-Z-37; Proposed Amendment to the Official Zoning Map from Residential Preservation 2 District to UP-2 Urban Pedestrian District on 1.07 acres fronting on Orange Avenue between Pasco and Holton Streets and also located on the northwest corner of Orange Avenue and Holton Street. This rezoning implements Large Scale Comprehensive Plan map amendment PCM 090208. (No speakers)

Commissioner Gillum moved, duly seconded by Commissioner Lightsey, adoption of Ordinance No. 09-Z-37. The motion carried 5-0.

County Rezoning Public Hearings (County Action Only)

- A. First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zone Classification from the Lake Protection Zoning District to the OS Open Space zoning District (PRZ #090011). The proposed rezoning Ordinance implements Comprehensive Plan Map Amendment PCM 090202.

- B. First and only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zone Classification from the Residential Preservation Zoning District to the CP Commercial Parkway Zoning District (PRZ #090012). The proposed rezoning Ordinance implements Comprehensive Plan Map Amendment PCM 090204.
- C. First of Two Quasi-judicial Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zone Classification from the CP Commercial Parkway and M-1 Light Industrial Zoning Districts to the OS Open Space Zoning District (PRZ #090015).

Commissioner Sauls moved, duly seconded by Commissioner Thael, adoption of Cycle 2009-2 Amendment Ordinances. The motion carried 7-0.

Transmittal Hearing for Cycle 2010-1

Mr. Goodrow announced the Transmittal Hearing for Cycle 2010-1.

Action on Proposed Transmittal Items:

PCM 100101

PCT 100102

PCT100103

Speaker:

PCT 100103

- Pamela Hall, 5051 Quail Valley Rd, spoke on behalf of the Water Resources Committee and noted their support of staff's recommendation.

Mr. Tedder wanted to ensure that the Commissions were aware that this issue relates directly to earlier discussions on performance based systems by the County Commission. He pointed out that this amendment removes the detail, but continues to require performance based septic tank systems within the Wakulla Springs Water Shed boundary.

Commissioner Proctor established with Mr. Tedder that the amendment would continue to require enhanced sewer systems by residents of the Wakulla Springs Water Shed boundary, however it would change the requirement to allow a little more flexibility. Commissioner Proctor asserted that the action targets specifically Southside residents and places an inequitable burden on citizens living in this particular part of the County. He opined that the nine percent reduction was an inadequate return for the burden that would be placed on southside residents.

Commissioner Proctor moved to delete this item from the Comprehensive Plan and not move forward with the matter. The motion died for lack of a second.

On behalf of the County, Commissioner Akinyemi moved, duly seconded by Commissioner Desloge, to approve transmittal of Comprehensive Plan Amendments Cycle 2010-1 (PCM 100101; PCT 100102, and PCT 100103). The motion carried 6-1 (Commissioner Proctor in opposition).

On behalf of the City, Commissioner Lightsey moved, duly seconded by Commissioner Mustian, to approve transmittal of Comprehensive Plan Amendment Cycle 2010-1 (PCM 100101; PCT 100102, and PCT 100103). The motion carried 5-0.

Upon conclusion of Joint City/County issues, members of the City Commission departed the Chambers.

The County Commission conducted a Public Hearing to hear input and vote on the following items.

- First and Only Quasi-Judicial Public Hearing Regarding the Rezoning from Residential Preservation to Commercial Parkway Located at the Northeast Corner of Woodville Highway and Briandav Street, PRZ 090012. (No speakers)

Commissioner Sauls moved, duly seconded by Commissioner Dailey, to approve. The motion carried 6-0 (Commissioner Proctor out of Chambers).

- First of Two Public Hearings Regarding the Rezoning from Lake Protection to OS Open Space on 16 acres on Timberlane School Road, PRZ 090011. (No speakers)

Commissioner Dailey confirmed that Open Space means "no development".

Commissioner Dailey moved, seconded by Commissioner Sauls, to conduct the first public hearing and schedule the second public hearing for November 10, 2009 at 6:00 p.m. The motion carried 6-0 (Commissioner Proctor out of Chambers).

- First of Two Public Hearings Regarding the Rezoning from Commercial Parkway and M-1 Light Industrial to OS Open Space on 23.5 acres Fronting on the Southside of W Tennessee Street, PRZ 090015. (No speakers)

Commissioner Dailey moved, duly seconded by Commissioner Rackleff to conduct the first public hearing and schedule the second public hearing for November 10, 2009 at 6:00 p.m. The motion carried 6-0 (Commissioner Proctor out of Chambers).

The 2009-02 Comprehensive Plan Adoption Hearing and 2010-1 Transmittal Hearing adjourned at 7:00 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 13, 2009

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Desloge presiding. Present were Commissioners Akinyemi, Thaell, Proctor, Rackleff, Dailey, and Sauls. Also present were County Administrator Parwez Alam, County Attorney Herb Thiele, Finance Director David Reid and Board Secretary Rebecca Vause

Invocation was provided Rev. Mark Byrd, Gentle Shepherd Metropolitan Community Church. Chairman Desloge led the Pledge of Allegiance.

Awards and Presentations:

- Commissioner Proctor presented a Resolution recognizing October 2009 as “Breast Cancer Awareness Month” and acknowledged the efforts by Neighborhood Health Services (NHS) to improve the accessibility of health care services and the quality of life within the community. Commissioner Proctor shared that NHS sponsored a breast cancer awareness program that included breast cancer information sessions, health screenings, and free mammograms
 - Patrick Wiggins, Executive Director and Joyce Willis, Director of Health Development, accepted the Resolution on behalf of Neighborhood Health Services and thanked the Board for its support.
- Chairman Desloge congratulated the Public Information Office (PIO) on its receipt of two national awards from the City-County Communications and Marketing Association for the 2008 Annual Report and for collaborative efforts with the City of Tallahassee for the “Fruit of the Loop” public outreach campaign, the Silver Circle and Savvy Award, respectively. He also noted a separate Award of Distinction in the Printed Tools of Public Relations for its 2008 Annual Report.
- Ron Garrison, StarMetro Director, provided information on StarMetro’s 2010 Decentralization Plan which included planned improvements to the bus system “2010 Innovation in Transit”. He offered that the proposed enhancements would:
 - reduce transit travel time;
 - increase bus service frequency;
 - reduce downtown transfers;
 - provide enhanced night and weekend service;
 - improve on time bus performance;
 - provide more “me” time;
 - save money (\$9 K year);
 - offer less traffic congestion;
 - enhance efficiency and connectivity for regional travel;
 - increase ridership, and
 - decrease the carbon footprint;

He added that the proposed launch date is late 2010/early 2011 and for more information or to get involved call 891-5283 or visit www.talgov.com/starmetro

Commissioner Akinyemi voiced a need for downtown shuttle/trolley and asked what the County could do to assist in these efforts. Mr. Garrison responded that he welcomed an opportunity to discuss ideas with the Commission.

Commissioner Thaelle inquired how bus shelters are addressed in the plan. Mr. Garrison stated that the goal is to double the number of shelters available; however at a cost of \$14,000 each the intent is to make best use of locations.

Commissioner Rackleff expressed his support for the use of transit service; however, cited the lack of pedestrian infrastructure as an impediment to bus ridership. He asked that the Capital Region Transportation Planning Agency (CRTPA) and City/County traffic engineers be engaged to help identify trouble spots and develop strategies for improvement.

Chairman Desloge and the Board acknowledged Commissioner Akinyemi's 50th birthday.

Chairman Desloge shared that the "Apalachee Regional Park Trail" located at 7550 Apalachee Parkway, held its Grand Opening on Saturday, October 10 with over 1,000 attendees. He recognized the efforts of Pat Plocek, Director of Parks & Recreation, Leigh Root, Dale Walker and other Public Works staff on their efforts to establish the new track and trail system. Chairman Desloge shared that the trail was designed and built with the County and running community working together.

Consent:

Commissioner Sauls moved, duly seconded by Commissioner Thaelle to approve the following Consent Agenda with the exception of items 3, 10, 11, 22, 25, and 27, which were pulled for discussion. Item 14 was removed from the Board's Agenda. The motion carried 7-0.

1. **Approval of Minutes: June 3, 2009 Joint City/County Transmittal Hearing on Cycle 2009-2 Comprehensive Plan Amendments; August 25, 2009 Regular Meeting; September 8, 2009 Tourist Development Council Strategic Plan Workshop; September 8, 2009 Regular Meeting; and September 9, 2009 Public Hearing on Tentative Millage and FY 2009/10 Budget**

The Board approved Option 1: Approve the minutes of the June 3, 2009 Joint City/County Transmittal Hearing on Cycle 2009-2 Comprehensive Plan Amendments; August 25, 2009 Regular Meeting; September 8, 2009 Tourist Development Council Strategic Plan Workshop; September 8, 2009 Regular Meeting; and September 9, 2009 Public Hearing on Tentative Millage and FY 2009/10 Budget.

2. **Approval of Payment of Bills and Vouchers Submitted for October 13, 2009 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 14 through October 26, 2009**

The Board approved Option 1: Approve Payment of Bills and Vouchers Submitted for October 13, 2009 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 14 through October 26, 2009

3. **Ratification of the Board Action Taken at the September 22, 2009 Leon County Educational Facilities Authority Workshop**

Commissioner Rackleff requested that the item be pulled for discussion.

Commissioner Rackleff noted bonds for Heritage Grove project are selling well below their core value; and, while the County is not financially liable for the debt, he expressed concern that the County's name was linked to the EFA.

Commissioner Rackleff moved, duly seconded by Commissioner Sauls, to approve Option 1: Ratify actions taken at the September 22, 2009 Leon County Educational Facilities Budget Workshop.

Chairman Desloge asked that the motion be amended to authorize him to send a letter to the EFA requesting a timeframe for receipt of answers to questions by Commissioners in a letter to EFA dated September 8, 2009.

Commissioner Rackleff accepted the amendment.

Commissioner Rackleff moved, duly seconded by Commissioner Sauls, to approve Option 1, as amended, Ratify actions taken at the September 22, 2009 Leon County Educational Facilities Budget Workshop, and authorize the Chairman to write a letter to the EFA requesting a timeframe for receipt of answers to questions submitted by Commissioners in a letter dated September 8, 2009.

Commissioner Rackleff disclosed that he, as an individual, had sent a public records request to the EFA requesting specific items concerning the SouthGate bonds.

The motion as amended carried 7-0.

4. Approval of the Interlocal Agreement with Sarasota County for GovMax Budget Development Software

The Board approved Option 1: Approve the Interlocal Agreement with Sarasota County for licensing, hosting, and support of the Govmax V5.0 budget development software, and authorize the County Administrator to execute.

5. Approval of a Funding Request by the City of Tallahassee for \$40,000 in matching Funds to support Extension of StarMetro Bus Service on Mahan Drive

The Board approved Option 1: Approve the funding request by the City of Tallahassee of \$40,000 in matching funds to support the extension of StarMetro bus service on Mahan Drive and approve the associated Budget Amendment Request.

6. Authorization to Carry Forward FY 2009 Appropriations

The Board approved Option 1: Authorize the carry forward of FY 2009 appropriations to the FY 2010 budget, and approve the associated resolution and budget amendment.

7. Adoption of Revised Policy No. 03-01, "Approval Authority for the Acquisition, Disposition and Leasing of Real Property" and Approval of FY 09/10 Budget for Huntington Oaks

The Board approved Options 1 & 2: 1) Adopt the Revised Policy No. 03-01, "Approval Authority for the Acquisition, Disposition and Leasing of Real Property", and 2) Approve the Resolution and associated Budget Amendment Request to establish the FY 09/10 Budget for the operation of the Huntington Oaks property.

8. Acceptance of Assignment of Agreement Between the Tallahassee Area Convention & Visitors Bureau and Creative Strategy Consulting LLC in the amount of \$2,000 per month.

The Board approved Option 1: Accept the Assignment of Agreement between the Tallahassee Area Convention & Visitors Bureau and Creative Strategy Consulting LLC in the amount of \$2,000 per month, and authorize the Chairman to execute.

9. Approval to Renew the Agreement Between Leon County and North Florida Community College Emergency Medical Services Technology Program

The Board approved Option 1: Approve the renewal of the Agreement between Leon County and North Florida Community College to provide internships for North Florida Community College Emergency Medical Services program.

10. Request to Schedule Two Public Hearings Regarding a Proposed Ordinance Amending Article III "On-site Sewage Disposal Systems" of Chapter 18 "Utilities" of the Code of Laws of Leon County for Tuesday, November 10 and December 8, 2009 at 6:00 p.m.

Commissioner Akinyemi asked that the item be pulled for further discussion.

Commissioner Akinyemi discussed with Alex Mahon, Environmental Health Director, the differences between the proposed ordinance and the one presented at the January public hearing.

Mr. Mahan summarized the three major changes: 1) additional definitions added; 2) implementation dates changed, and 3) exemptions to requirement.

Commissioner Akinyemi reminded fellow Commissioners of the public outpour at the January public hearing and indicated that he wanted, between now and the next scheduled public hearing, to dialogue or meet with residents in an effort to provide more information, facts and the importance of the proposed standards. Mr. Mahan announced that a meeting with the Tallahassee Builders Association has been scheduled.

Commissioner Sauls suggested that the November public hearing be cancelled. She noted that meetings with Woodville and southside residents were well attended and the residents expressed concern over the pending ordinance. Commissioner Sauls also remarked that a Septic Tank Committee has been formed and felt the Board should allow it time to do their work and report their findings to the Board.

Commissioner Sauls moved, duly seconded by Commissioner Proctor, to not schedule the two public hearings.

County Attorney Thiele advised that the Board could postpone the public hearings for a time; however the issue would have to be addressed as it is in the Comprehensive Plan. He suggested that the Board take action fairly soon.

Chairman Desloge indicated that he would support the postponement as long as a timeline to bring it back is established.

Commissioner Proctor reiterated Commissioner Saul's concerns and opined that the Committee should be allowed time vet the issue. He addressed the issue of inequity of targeting a specific population and forcing them to pay for these modifications. He inquired about federal grants that may be available. He opined that the Comprehensive Plan was laced with numerous dates that have not been met and there is precedent in not meeting Comp Plan requirements within a certain timeframe and asserted that he is willing to wait.

County Administrator Alam offered that this is a good example of why this level of specificity should not be included in the Comprehensive Plan and suggested that the requirement be removed. Mr. Thiele articulated that he was unsure of how successful the County would be at eliminating the requirement from the Comprehensive Plan and added that the County would be required to have a policy on protecting the Spring.

Commissioner Akinyemi stated that the goal is to come to a resolution and inquired about the possibility of spreading out the cost countywide.

Commissioner Akinyemi made two friendly amendments that were accepted by Commissioner Sauls. 1) Expand the scope of the Septic System Loan and Inspection Program Committee to include the review of the proposed Ordinance, and 2) schedule the public hearings for the end of the first quarter (March 2010).

Commissioner Rackleff commented that he will meet with representatives of Wakulla County and the City of Tallahassee to discuss the County's part of the agreement to clean up the water at Wakulla. He opined that there is a responsibility to clean up Wakulla Springs and offered that urban development and careless attitudes about septic tanks has contributed to the ruin of Wakulla Springs. He indicated that he was willing to assist in anyway possible affected homeowners, but the adoption of septic tank system standards is needed. Commissioner Rackleff requested that the Board receive a copy of the proposed Ordinance language.

Commissioner Sauls established that septic tanks from the Springs Protection Area contribute 8 to 9 percent of the pollutants to Wakulla Springs and stated that this was not a significant enough number to place this burden on the citizens of Woodville and the Southside.

The motion as amended carried 7-0.

11. Request to Schedule a Workshop to Consider Initiating Action in Preparation of Potential Adoption of the Hometown Democracy Constitutional Amendment for Tuesday, October 27, 2009 at 12:00 - 1:30 p.m.

Commissioner Rackleff requested that the item be pulled for further discussion. He expressed concern about the number of amendments offered to the Comprehensive Plan and stated that the Commission should be more responsible in actions relative to the Plan.

Commissioner Rackleff moved, duly seconded by Commissioner Akinyemi, to approve Option 1: Schedule a Workshop to Consider Initiating Action in Preparation of Potential Adoption of the Hometown Democracy Constitutional Amendment for Tuesday, October 27, 2009 at 12:00 - 1:30 p.m.

Speaker: "

- Pam Hall, 5051 Quail Valley Rd., asserted that it was important the public be educated on the Comp Plan and proposed amendments and suggested that some type of educational campaign be offered.

The motion carried 7-0.

12. Adoption of a Proposed Policy "Use of Leon County Board of County Commissioners' Official Stationery"

The Board approved Option 1: Adopt the proposed new policy "Use of Leon County Board of County Commissioners' Official Stationery."

13. Approval to Renew Primary Healthcare Program Contracts for Fiscal Year 2009/10

The Board approved Option 1: Approve the renewal of the Primary Healthcare Program Contracts with Capital Medical Society Foundation and Neighborhood Health Services, and authorize the County Administrator to execute.

14. Approval of the Annual Contract Between Leon County and the State of Florida Department of Health for the Provision of Public and Mental Health Services in Leon County

This item was removed from the Agenda.

15. Approval of an Enterprise Licensing Agreement Between Environmental Systems Research Institute, Inc. and Leon County

The Board approved Option 1: Approve the Enterprise Licensing Agreement between Environmental System Research

16. Approval of Agreement Awarding Bid to Hale Contracting, Inc. for the Construction of Sidewalk Improvements Along Dempsey Mayo Road in the Amount of \$145,240.

The Board approved Option 1: Approve the Agreement awarding the bid to Hale Contracting, Inc. for the construction of sidewalk improvements along Dempsey Mayo Road in the amount of \$145,240, and authorize the County Administrator to execute.

17. Approval of Agreement Awarding Bid to Hale Contracting, Inc. for the Construction of Sidewalk Improvements Along Perkins Road in the Amount of \$19,780.

The Board approved Option 1: Approve the Agreement awarding bid to Hale Contracting, Inc. for the construction of sidewalk improvements along Perkins Road in the amount of \$19,780, and authorize the County Administrator to execute.

18. Approval of Agreement Awarding Bid to Hale contracting, Inc. for the Construction of Sidewalk Improvements Along Velda Dairy Road in the Amount of \$255,019.

The Board approved Option 1: Approve the Agreement awarding the bid to Hale Contracting, Inc. for the construction of sidewalk improvements along Velda Dairy Road in the amount of \$255,019, and authorize the County Administrator to execute.

19. Acceptance of new Performance Agreement for Sagebrook Mill Subdivision

The Board approved Option 1: Accept the New Performance Agreement for Sagebrook Mill Subdivision.

20. Acceptance of the Windwood Hills 2/3 Paving Project Petition

The Board approved Option 1: Accept the Windwood Hills 2/3 Paving Project petition and authorize staff to begin right-of-way and easement acquisition.

21. Ratification of Agreement with the Florida Department of Agriculture and Consumer Services for Arthropod/Mosquito Control State Aid and of the State Mosquito Control Certified Budget FY 09/10.

The Board approved Options 1, 2, & 3: 1) Ratify the Agreement with the Florida Department of Agriculture and Consumer Services for Arthropod/Mosquito Control State Aid; 2) Ratify the State Mosquito Control Certified Budget FY 09/10, and 3) Approve the Resolution and associated Budget Amendment Request.

22. Approval of Project Developer's Attestation of Title and Regulatory Attestation Regarding the Sale of Carbon Credits Associated With the Apalachee Landfill Gas Collection and Treatment System

Commissioner Thael requested that the item be pulled for further discussion. He recognized the efforts of the County's Solid Waste staff and shared that through the sale of the carbon credits the County will realize additional revenues in excess of \$1 million over the next 20 years.

Commissioner Thael moved, duly seconded by Commissioner Rackleff, to approve Option 1: Approve the Project Developer's Attestation of Title and the Regulatory Attestation associated with the Apalachee landfill gas collection and treatment system, and authorize the Chairman to execute. The motion carried 7-0.

23. Approval to Award Bid to Consolidated Resource Recovery, Inc. for Yard Debris Management Services

The Board approved Option 1: Award bid to Consolidated Resource Recovery, Inc. for yard debris management services and authorize the County Administrator to execute the Agreement, in a form approved by the County Attorney.

24. Acceptance of Status Report on Parking for County Services in the Downtown Area, Including County Services in the Bank of America Plaza

The Board approved Option 1: Accept status report on parking for the County services in the downtown area, including County services in the Bank of America plaza.

25. Acceptance of Vision 2020, LLC Quarterly Report

Commissioner Thael requested that the item be pulled for further discussion.

County Administrator Alam noted that the Board had appropriated, to date, a total of \$810,704 to Vision 2020, which was established to develop a private business accelerator program focused on expanding growth in targeted local businesses. He noted that Vision 2020 has received commitments in the amount of \$2,050,000, with approximately \$810,000 cash on hand.

Speaker:

- Bill Crona, Vision 2020 Board Member, thanked the Board for its support.

Commissioner Rackleff moved, duly seconded by Commissioner Sauls, to approve Option 1: Accept the Vision 2020, LLC Quarterly Report. The motion carried 7-0.

26. Acceptance of the Status Report Regarding the Leon County Wellness Program, Wellness Works!

The Board approved Option 1: Accept the status report regarding the Leon County Wellness Program, Wellness Works!

27. Acceptance of Status Report on Preservation of Fleischmann Cemetery (aka Munree Cemetery)

Chairman Desloge requested that the item be pulled for further discussion.

Speaker:

- Wilbert Ferrell, 1419 Lonnie Rd., thanked the Commission for its interest in Munree Cemetery and requested the County's assistance in an initial clean up, an identification of graves, establishment of boundaries, etc.

Commissioner Desloge stated that the County spends approximately \$1,000 per acre annually to maintain pauper cemeteries throughout the County. He expressed support to assist in the initial clean up of the site (to a degree); however was concerned over establishing a precedent for this type of long term on-going maintenance. He requested that staff use this as a "test case" to determine cost and to come up with a policy relative to handling these types of requests.

Commissioner Akinyemi moved, duly seconded by Commissioner Desloge, to approve Option 1, as amended: Accept the status report on Preservation of Fleischmann Cemetery (aka Munree Cemetery), and direct staff to bring back an agenda item regarding the number of cemeteries, maintenance costs, and the establishment of a possible cemetery maintenance policy

Commissioner Proctor asserted that the County has some responsibility for the maintenance of public burial sites.

The motion as amended carried 7-0.

Citizens to be Heard on Non-Agendaed Items

3-minute limit per speaker; there will not be any discussion by the Commission.

General Business

28. Acceptance of Status Report and Request for Board Direction on the Matter of Jeffrey S. Phipps, Joanne E. Kowal, C. Tomoka Brady and Patrick M. Wright v. Leon County, Mary B. Sellers and Arbor Properties, Inc., Case No: 04-CA-002801 and Lake Jackson Protection Alliance, et al v. Leon County, Case No: 04-CA-002800 (Summerfield Litigation)

County Attorney Thiele provided a brief summation of the issue, explained the options available and stated that the topic is before the Board for specific instruction on how to proceed.

Speakers:

- Mike Brezin, 1401 N. Randolph Circle, President of the Lake Jackson Protection Alliance spoke against the County joining in the appeal. He opined that an appeal would slowdown benefits from approval of Phase I and would remove lake protections and hinder public participation in policy.
- Pam Hall, 5051 Quail Valley Rd., asked that the Board not join the appeal. She stated that Lake Jackson was an ecological habitat in need of protection.

- Doug Hall, 215 S. Calhoun, representing Arbor Properties, advised that Arbor Properties has the legal right to appeal and it did not matter what action the Board takes. He opined that the County, by joining the appeal, would have the opportunity to address the District Court of Appeals and have a say in how the Court decides the issue.
- Gary Yordon, 502 N. Adams St., representing Arbor Properties, urged the Board to join in the appeal and added that there would be minimal legal costs to the County.

Commissioner Rackleff asserted that he had no interest in pursuing an appeal and added that he was opposed to the development when it was approved and continues to oppose it.

Commissioner Rackleff moved, duly seconded by Commissioner Dailey, to approve Option 3: Accept the status report and direct the County Attorney's Office to not pursue any appellate rights of Leon County in this matter.

Chairman Desloge asked the County Attorney to address the "worst case scenario" should the County decide to just walk away. The County Attorney responded that the developer could sue the County; however, his bigger concern was that this has a correlation with the Comprehensive Plan amendment being considered. He stated that there are serious concerns if the County did not approve the Comp Plan amendment and didn't appeal.

Commissioner Proctor advocated that the County stay in the suit so as to have a voice at the next level on this matter.

Commissioner Dailey voiced his appreciation to all parties for their efforts in coming to an agreement on Phase I. He commented that he has repeatedly stated that the County should not be part of the lawsuit.

Commissioner Thaele asserted his belief that the court's ruling is correct and would not support the County joining in the appeal. He added that the County Attorney's staff time would be better off serving the citizens of Leon County.

Commissioner Akinyemi stated that he would support the motion. He noted his responsibility to protect natural resources and ecological life of Lake Jackson.

The motion carried 4-3 (Commissioners Proctor, Sauls and Desloge in opposition).

The Board entered into recess at 5:10 p.m. He announced that the Board would reconvene in five minutes for a joint meeting with the City Commission to approve the contractor for the public safety complex.

29. Board Consideration of Enactment of an Ordinance Amending Article II, "Noise Control" by Adding a New Subsection Entitled "Train Whistle or Horn Noise" and Authorize County Attorney to Schedule First and Only Public Hearing.

County Attorney Thiele noted the agenda item was presented at the request of Commissioner Rackleff. He advised that Federal Railroad Administration (FRA) rules, such as additional signage and the establishment of "quiet zones" would have to be followed prior to the ordinance being enacted.

County Administrator Alam added that the cost to implement the FRA rules could be as high as \$1.9 million.

Commissioner Rackleff stated that he proposed this as it could provide quality of life benefits for residents who live near trains; however, the potential cost is "eye popping" and could preclude the County from taking this action. He did not want to abandon the idea and suggested that the RFA could provide some technical assistance a solution could be found.

Commissioner Rackleff moved, duly seconded by Commissioner Proctor, to approve Option 1: Direct County Administration with the assistance of the County Attorney's Office to seek approval by the Federal Railroad Administration to establish "Quiet Zones" within Leon County and after approval is received, schedule a public hearing on the enactment of said ordinance.

Chairman Desloge opined that potential homeowners are aware of the location of a railroad prior to the purchase of a home and commented that he would not support the motion.

Commissioner Akinyemi established with Mr. Thiele that that initial costs of the effort would be minimal except for the significant amount of staff time required.

Commissioner Sauls stated that she viewed this as a safety issue and could not support the motion.

The motion failed 2-5 (Commissioners Desloge, Thaeell, Sauls, Dailey and Akinyemi in opposition)

30. Approval of Participation in the Big Bend Regional Health Information Organization (BBRHIO)

County Administrator Alam explained that the BBRHIO has requested that the County's Emergency medical Services (EMS) participation in the health information exchange and provide EMS patient care records to the system. He noted that the cost is approximately \$24,000 annually. Mr. Alam remarked that the County Attorney has raised some legal concerns in terms of sharing of information.

County Attorney Thiele stated that his concerns were 1) providing medical information to an entity over which the County has no control and 2) the push to hold BBRHIO harmless.

Commissioner Thaeell asserted that it was essential for the County to participate in the BBRHIO. He stated that he understood the County Attorney's concerns; however, the benefits of faster and better access to medical information during an emergency prevail over those concerns. He pointed out that there were currently 22 organizations participating in the information exchange and suggested that a review of how other organizations have dealt with the confidentiality issue was warranted.

Commissioner Thaeell moved, duly seconded by Commissioner Rackleff, to approve Options 1 & 2: 1) Approve the participation in the Big Bend Regional Health Information Organization; direct the County Attorney's Office to develop a contract, and authorize the County Administrator to execute such contract, and 2) Direct the County Attorney's Office to bring back an agenda item if the issues cannot be resolved.

Commissioner Rackleff submitted that this is part of a national effort to digitize medical records so they can be easily transferred among providers in ways that can be lifesaving

and cost effective. He opined that the liability issue has been confronted and overcome by other providers and this endeavor would be a major advancement for public health.

Commissioner Proctor pointed out that the County Attorney has advised against support of the issue. He stated that the information is limited to those who utilize the EMS, has nothing to do with health and is misdirected.

Chairman Desloge shared that that the program was developed a group of local doctors. He noted that both hospitals and most major doctor groups are included. He offered that the goal is to have one set of medical information/medical history for medical providers to utilize during an emergency and is clearly a way to improve the level of care. Chairman Desloge submitted that assuming the concerns of the County Attorney can be addressed, he strongly supported the motion.

Commissioner Proctor confirmed that the issue would be brought back before the Board for further review.

The motion carried 6-1 (Commissioner Proctor in opposition).

31. Authorization to negotiate a Contract with Reynolds, Smith and Hill (RS&H) for the Bannerman Road Corridor Study

County Administrator Alam explained that the Board at its September 22, 2009 meeting voted to rescind its previous action and directed staff to re-agenda this item for consideration.

Speakers:

- David Van Leuven, 3728 Lifford Circle, stated that there are several individuals who would like to address the issue before the Board and respectfully requested the Board delay action until its next meeting. He questioned the appropriateness of Board action on a non-agendaed item.
- Drew Roark, 2017 Chimney Swift Hollow, wanted to introduce the project team to the Board. He shared that all firms are local and employ a total of 110 employees.
- Sean Pittman, 402 North Ride, thanked the Commission for readdressing the issue. He stated that there was some questions regarding the scoring of proposals and that staff's evaluation of the process indicated that there was nothing inappropriate. He requested that that Commission accept staff's recommendation and approve the contract with Reynolds, Smith and Hill.

Commissioner Proctor commented that staff have determined that the final ranking of the three firms is a result of qualification comparison and no inequity existed.

Commissioner Proctor moved, to approve option 1, seconded by Sauls. Authorize staff to negotiate a contract with Reynolds, Smith and Hill to provide professional services for the Bannerman Road Corridor Study.

Commissioner Dailey asked County Attorney Thiele to address Mr. Van Leuven's concerns. Mr. Thiele stated that the original motion to re-agenda the matter for further consideration was proper; however he suggested that the Board should consider Mr. Van Leuven's request for a continuance.

Commissioner Akinyemi stated that he was not opposed to awarding the bid to RS&H, however the current bid process is too subjective and a more fair unbiased method is needed.

The motion carried 7-0.

32. Status Report on the Board of County Commissioners' Office Operating Expense Account

Chairman Desloge remarked that the issue was being addressed as there was some concern over the lack of oversight over the account. He stated that he was supportive of the revised policy which would allow the Chairman or his/her designee to authorize expenditures from the account.

Commissioner Dailey moved, duly seconded by Commissioner Akinyemi, to approve Options 1 & 2: 1) Accept the status report on the Board of County Commissioners' Office operating account, and 2) Accept staff's report on the Board of County Commissioners' Office Account, and adopt a revised Policy 03-3, "Internal Operations and Protocols, Commission Office." The motion carried 7-0.

33. Consideration of Appointments to the Leon County Citizen Charter Review Committee

- Commissioner Akinyemi appointed Catherine Jones and Donna Harper
- Commissioner Dailey appointed Lester Abberger and Lace deHaven-Smith
- Commissioner Desloge appointed Sue Dick and Chris Holley.
- Commissioner Sauls appointed Tom Napier and Linda NicholSEN
- Commissioner Thaell appointed David Jacobsen and Marilyn Wills
- Commissioner Proctor appointed Chuck Hobbs and Rick Bateman
- Commissioner Rackleff appointed Jon Ausman and Larry Simmons

- *Commissioner Dailey moved, duly seconded by Commissioner Sauls, to appoint Ralph Mason as the College Student Representative. The motion carried 7-0.*

Commissioner Sauls moved, duly seconded by Commissioner Akinyemi, to appoint Ann Porter as the Woodville Representative to the Septic System Loan and Inspection Program Planning Committee. The motion carried 7-0.

Scheduled Public Hearings, 6:00 P.M.

34. Joint City/County Adoption Hearing on Cycle 2009-2 Comprehensive Plan Amendments and Joint City/County 2010-1 Transmittal Hearing

Attending: County Commission - Chairman Desloge and Commissioners Sauls, Dailey, Akinyemi, Rackleff, Proctor and Thaell. City Commission - Mayor Marks and Commissioners Lightsey, Ziffer, Gillum, and Mustian. Also in attendance were County Attorney Herb Thiele; Assistant City Attorney Linda Hudson, County Administrator Parwez Alam and Board Secretary Rebecca Vause

Call to Order: Chairman Desloge called the Joint City/County Adoption Hearing on Cycle 2009-2 Comprehensive Plan Amendments and the 2010-1 Comprehensive Plan Amendment Cycle Public Hearing to order at 6:15 p.m.

Introductory Comments by Staff:

Fred Goodrow Chief of Comprehensive Planning explained that the purpose of the hearings is to 1) provide an opportunity to receive public input and vote for the Adoption of Cycle 2009-2 Comprehensive Plan Amendments for forwarding to the Department of Community Affairs (DCA) and 2) to receive public input and transmit the 2010-1 Comprehensive Plan Amendment Cycle.

Mr. Goodrow shared that DCA has objected to two of the amendments:

Cycle 2009-2 Amendments

A. Consent Agenda/Action

Map Amendments (Joint Action)
Staff recommends adoption as transmitted to DCA)

PCM 090203	PCM 090206
PCM 090203	PCM 090207
PCM 090204	PCM 090208
PCM 090205	

Text Amendments (Joint Action)

PCT 09213	PCT 090216
PCT09013	PCT090217
PCT090214	PCT090218
PCT090215	(as amended by staff)

- *PCM 090211* recommended for approval by staff as modified.
- *PCT 090222* recommended for approval as transmitted.

Public Speakers:

PCT 090222

- Becky Subrahmanyam, 1257 Cornerstone Lane, voiced support for adoption of the amendment without the 800 feet requirement and suggested that that requirement be done as a separate Comprehensive Plan amendment.
- Pamela Hall: 5051 Quail Valley Road, shared that the Water Resource Committee has weighted in on this issue and originally suggested that expansion not be allowed. She also suggested the elimination of the 800 square feet language.

Commissioner Dailey shared that the amendment was proposed in an attempt to accommodate Leon County Schools and their potential expansion for Canopy Oaks School and. He expressed support for removing the language referring to the 800 square feet; but approve the comprehensive plan amendment dealing with Canopy Oaks.

On behalf of the County, Commissioner Dailey moved, duly seconded by Commissioner Thaell, to strike the provision which deals specifically with the design standards for 800 square feet expansion, but move forward with the original intent of the Comprehensive Plan dealing specifically with Canopy Oaks School.

Bryan Weibler, Comprehensive Plan, recommended that the motion include the elimination of "Expansion Standards" also, as these were developed to address the 800 square foot expansion. *Commissioner Dailey accepted the recommendation and amended his motion to include staff's recommendation to eliminate "Expansion Standards" language.*

Wayne Tedder, Planning Director, stated that due to the previous discussion on the Summerfield Development, he wanted to ensure that any possible legal issues be "put on the table". County Attorney Thiele advised that he "highly recommended" that the Commission at least adopt the motion offered by Commissioner Dailey as part of the Comprehensive Plan package.

The County's motion as amended carried 7-0.

On behalf of the City, Commissioner Mustian moved, duly seconded by Commissioner Lightsey, to strike the provision which deals specifically with the design standards for 800 square feet expansion, but move forward with the original intent of the Comprehensive Plan dealing specifically with Canopy Oaks School and eliminate "Expansion Standards" language. The motion carried 5-0.

PCM 090205

- Wade Pitt, 805 W. Gadsden, Moore Bass Consulting, representing the property owners advised that he was available for question. He urged adoption of the amendment.

On behalf of the County, Commissioner Sauls moved, duly seconded by Commissioner Thaell, transmittal of Comprehensive Amendments Cycle 2009-2 Amendments. The motion carried 7-0.

Adoption of Cycle 2009-2 Plan Amendment Ordinance (City Only)

Assistant City Attorney Linda Hudson, read into the record Ordinance 09-0-43, an Ordinance of the City of Tallahassee adopting amendments to the 2010 Tallahassee/Leon County Comprehensive Plan; providing for severability and conflicts; and providing an effective date.

Commissioner Lightsey moved, duly seconded by Commissioner Gillum to accept City Ordinance 09-0-43. The motion carried 5-0.

City Rezoning and Land Development Code Amendment Public Hearings (City Action Only)

- A. Ms. Hudson read into the record: First and Only Public Hearing Regarding on Ordinance No. 09-Z-35; Proposed Amendment to the Official Zoning Map from R-3 Single and Two Family Residential District to OR-1 Office Residential District on 1.22 acres fronting on the east and west sides of Cadiz Street. These properties are specifically described as 118, 124, and 125 Cadiz Street. This rezoning implements Large Scale Comprehensive Plan map amendment PCM 090205. (No speakers)

Commissioner Ziffer moved, duly seconded by Commissioner Gillum, adoption of Ordinance No. 09-Z-35. The motion carried 5-0.

- B. Ms. Hudson read into the record: First and Only Public Hearing on Ordinance No. 09-Z-36; Proposed Amendment to the Official Zoning Map from Residential

Preservation 1 and R-2 Single-Family Detached District to OS Open Space District on 27.6 acres lying south of Creek Road and east and west of North Ridge Road; Silver Lake City Park; and a lot at the Northwest corner of Creek Road and Bunche Avenue. This rezoning implements Large Scale Comprehensive map amendment PCM 090206. (No speakers)

Commissioner Lightsey moved, duly seconded by Commissioner Mustian, adoption of Ordinance No. 09-Z-36. The motion carried 5-0.

- C. First and Only Public Hearing on Ordinance No. 09-Z-37; Proposed Amendment to the Official Zoning Map from Residential Preservation 2 District to UP-2 Urban Pedestrian District on 1.07 acres fronting on Orange Avenue between Pasco and Holton Streets and also located on the northwest corner of Orange Avenue and Holton Street. This rezoning implements Large Scale Comprehensive Plan map amendment PCM 090208. (No speakers)

Commissioner Gillum moved, duly seconded by Commissioner Lightsey, adoption of Ordinance No. 09-Z-37. The motion carried 5-0.

County Rezoning Public Hearings (County Action Only)

- A. First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zone Classification from the Lake Protection Zoning District to the OS Open Space zoning District (PRZ #090011). The proposed rezoning Ordinance implements Comprehensive Plan map Amendment PCM 090202.
- B. First and only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zone Classification from the Residential Preservation Zoning District to the CP Commercial Parkway Zoning District (PRZ #090012). The proposed rezoning Ordinance implements Comprehensive Plan Map Amendment PCM 090204.
- C. First of Two Quasi-judicial Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zone Classification from the CP Commercial Parkway and M-1 Light Industrial Zoning Districts to the OS Open Space Zoning District (PRZ #090015).

Commissioner Sauls moved, duly seconded by Commissioner Thael, adoption of Cycle 2009-2 Amendment Ordinances. The motion carried 7-0.

Transmittal Hearing for Cycle 2010-1

Mr. Goodrow announced the Transmittal Hearing for Cycle 2010-1.

Action on Proposed Transmittal Items:

PCM 100101 PCT 100102 PCT100103

Speaker:

PCT 100103

- Pamela Hall, 5051 Quail Valley Rd., spoke on behalf of the Water Resources Committee and noted their support of staff's recommendation.

Mr. Tedder wanted to ensure that the Commissions were aware that this issue relates directly to earlier discussions on performance based systems by the County Commission. He pointed out that this amendment removes the detail, but continues to require performance based septic tank systems within the Wakulla Springs Water Shed boundary.

Commissioner Proctor established with Mr. Tedder that the amendment would continue to require enhanced sewer systems by residents of the Wakulla Springs Water Shed boundary, however it would change the requirement to allow a little more flexibility. Commissioner Proctor asserted that the action targets specifically Southside residents and places an inequitable burden on citizens living in this particular part of the County. He opined that the nine percent reduction was an inadequate return for the burden that would be placed on southside residents.

Commissioner Proctor moved to delete this item from the Comprehensive Plan and not move forward with the matter. The motion died for lack of a second.

On behalf of the County, Commissioner Akinyemi moved, duly seconded by Commissioner Desloge, to approve transmittal of Comprehensive Plan Amendments Cycle 2010-1(PCM 100101; PCT 100102, and PCT 100103). The motion carried 6-1 (Commissioner Proctor in opposition).

On behalf of the City, Commissioner Lightsey moved, duly seconded by Commissioner Mustian, to approve transmittal of Comprehensive Plan Amendment Cycle 2010-1 (PCM 100101; PCT 100102, and PCT 100103). The motion carried 5-0.

Upon conclusion of Joint City/County issues, members of the City Commission departed the Chambers.

The County Commission conducted a Public Hearing to hear input and vote on the following items.

- First and Only Quasi-Judicial Public Hearing Regarding the Rezoning from Residential Preservation to Commercial Parkway Located at the Northeast Corner of Woodville Highway and Briandav Street, PRZ 090012. (No speakers)

Commissioner Sauls moved, duly seconded by Commissioner Dailey, to approve. The motion carried 6-0 (Commissioner Proctor out of Chambers).

- First of Two Public Hearings Regarding the Rezoning from Lake Protection to OS Open Space on 16 acres on Timberlane School Road, PRZ 090011. (No speakers)

Commissioner Dailey confirmed that Open Space means "no development".

Commissioner Dailey moved, seconded by Commissioner Sauls, to conduct the first public hearing and schedule the second public hearing for November 10, 2009 at 6:00 p.m. The motion carried 6-0 (Commissioner Proctor out of Chambers).

- First of Two Public Hearings Regarding the Rezoning from Commercial Parkway and M-1 Light Industrial to OS Open Space on 23.5 acres Fronting on the Southside of W. Tennessee Street, PRZ 090015. (No speakers)

Commissioner Dailey moved, duly seconded by Commissioner Rackleff to conduct the first public hearing and schedule the second public hearing for November 10, 2009 at 6:00 p.m. The motion carried 6-0 (Commissioner Proctor out of Chambers).

The 2009-02 Comprehensive Plan Adoption Hearing and 2010-1 Transmittal Hearing adjourned at 7:00 p.m.

The County Commission reconvened at 7:15 p.m. to address the remainder of its agenda (beginning with Item 35).

35. Second and Final Public Hearing on a Proposed Ordinance Amending the Appropriate Sections of Chapter 10 of the Land Development Code to Implement Comprehensive Plan Reform

County Administrator Alam announced the public hearing.

Commissioner Dailey moved, duly seconded by Commissioner Thael to approve Option 1: Conduct the second and final public hearing and adopt the proposed Ordinance amending appropriate sections of Chapter 10 of the Land Development Code to implement Comprehensive Plan Reform, based upon the findings of fact and conclusions of law made by the Planning Commission and included herein, and any evidence submitted at the Hearing hereon. The motion carried 7-0.

36. First and Only Public Hearing to Consider a Request for a Notice of Proposed Change to amend the Development Order (DO) for the Killearn Lakes Development of Regional Impact (DRI)

County Administrator Alam announced the public hearing.

Tony Biblo, Growth & Environmental Management (GEM) Development Services Director, provided the Board with a summary of the requested action.

Speaker:

- Richard Thoma, 3412 Valley Creek Drive, expressed concerns regarding the process used to notify residents of proposed zoning changes and over the environmental impact of the development on the private lake maintained by homeowner dollars. He requested that the Board take action to protect the lake.

John Kraynak, Environmental Services Director, engaged Commissioner Thael's remarks regarding concerns expressed by Mr. Thoma.

Commissioner Akinyemi confirmed with Mr. Biblo that the Planning Commission determined that the application was consistent with the Comprehensive Plan and that the proposed change does not constitute a substantial deviation. Mr. Biblo also disclosed that the proposed change was noticed in the Tallahassee Democrat, mailed to the Killearn Lakes and Golden Eagle Homeowners Associations and signs were posted at the affected site.

Commissioner Proctor discussed the process required in notifying residents of zoning changes and offered that notices should have been sent to homeowners impacted by the proposed change, even though it may not be required.

Chairman Desloge mentioned the use of automated technology, possibly in conjunction with the City, to help keep citizens better informed.

Commissioner Proctor moved, duly seconded by Commissioner Thael, to approve Option 1: Conduct the first and only Public Hearing and approve the Killearn Lakes Development of Regional Impact Fourth Notice of Proposed Change. The motion carried 7-0.

37. First and Only Public Hearing to Consider a Proposed Ordinance Amending the Land Development Code to Restrict Fertilizer Content and Application Rates

County Administrator Alam announced the public hearing.

Commissioner Akinyemi moved, duly seconded by Commissioner Rackleff to approve Option 1: Conduct the first and only Public Hearing and adopt a proposed Ordinance amending the Land Development Code to restrict fertilizer content and application rates. The motion carried 7-0.

38. First and Only Public Hearing Regarding the Purchase of a Parcel for the Fred George Basin Greenway Project

County Administrator Alam announced the public hearing. He pointed out that the two funding source for the properties are 1) a Florida Communities Trust (FCT) grant from the Department of Community and 2) Blueprint 2000; no county funds are being utilized for the purchase. He noted the purchase price of \$1,380,000 and \$230,000; which are within the maximum approved purchase price.

Commissioner Dailey stated very specifically for the record that, if space allows, plans should include a 90-foot baseball diamond on the site, as there is a desperate need on the Northwest side of town for this size field.

Commissioner Dailey moved, duly seconded by Commissioner Thael, to approve Options 1 & 2: 1) Conduct the first and only public hearing and approve the Purchase and Sales Agreement for the maples Family parcel for the maximum approved purchase price of \$1,380,000, and authorize the County Administrator to execute, and 2) Conduct the first and only public hearing and approve the Purchase and Sales Agreement to purchase the Christine Maples parcel for the maximum approved purchase price of \$230,000, and authorize the County Administrator to execute.

Commissioner Proctor inquired of the proposed use of the property. Vince Long, Deputy County Administrator responded that the land is being purchased for environmental purposes and because of its environmental sensitivity to the area. He added that the management plan contemplates the future use of this property as a "park property" mostly passive, but with the opportunity of a recreational site. He advised that these issues will come back before the Board for further discussion.

The motion carried 7-0.

39. First of Two Public Hearings on the Proposed Second Amendment to "Lauder" Development Agreement Pursuant to §163.3229, Florida Statutes.

County Attorney Thiele announced the public hearing. He advised that the development agreement is set to expire at the end of December and a request from the property owner has been received to extend another three years. He noted that the Board was still well within the maximum of a 20-year agreement.

Commissioner Thael inquired about development of the property and Mr. Thiele confirmed that approval of the agreement would essentially be a "placeholder" and would lock in the same agreement that has been in place for a decade, he added that no additional development rights are being granted by approving the agreement.

At Commissioner Thael's request, Chairman Desloge shared the proposed development of the area.

Commissioner Thaele moved, duly seconded by Commissioner Sauls to approve Option 1: The Board approved Option 1: Conduct first of two public hearings to approve the Second Amendment to "Lauder" Development Agreement pursuant to §163.3229, Florida Statutes, until December 31, 2013, and schedule the second public hearing for November 10, 2009 at 6:00 p.m. The motion carried 7-0.

Add-On Agenda Item

40. Approval to Cancel the Public Hearing, Advertised for November 10, 2009 to Consider the Purchase of the Circuit City Property and approval of Associated Budget Adjustments

County Administrator Alam advised that the owners of the Circuit City have withdrawn their offer.

Commissioner Sauls moved, duly seconded by Commissioner Desloge, to approve Options 1 & 2: 1) Direct staff to cancel the Public Hearing, advertised for November 10, 2009 to consider the purchase of the Circuit City Property, and 2) Approve the Budget Amendment Request and associated Board resolution to remove the additive funding from the Supervisor of Elections' budget. The motion carried 7-0.

There was discussion on the future direction on relocation/consolidation efforts for the Supervisor of Elections Office. It was the conclusion of the Board that, at this time, no further action would be taken on this issue.

Citizens to be Heard on Non-Agendaed Items:

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

Comments/Discussion Items:

County Administrator

- Jon Brown, Public Information Officer, announced the launching of a new component "Leon County TV" on Channel 16, which will give information on happenings in Leon County government, EMS, libraries, animal control, parks and recreation, etc.

Discussion Items by Commissioners:

Commissioner Proctor

- Expressed concern with continuing forward with the Comprehensive Plan regarding performance based septic systems. He asserted that progressing with the policy would put an extraordinary hardship on citizens relative to the noted two percent decrease in nitrogen that would be achieved by imposing the new standards.
 - Would like to derail movement of the comp plan amendment
 - *Commissioner Proctor moved, duly seconded by Commissioner Sauls, to reconsider the Comprehensive Plan Amendment regarding Primary Springs Protection Zone requirement for performance-based septic systems. The motion failed 2-5 (Commissioners Akinyemi, Dailey, Desloge, Rackleff and Thaele in opposition)*
 - Commissioner Rackleff called for a point of order and alleged the motion was out of order.
 - County Attorney Thiele advised that a motion to agenda would be required.

- *Commissioner Dailey moved, duly seconded by Chairman Desloge to Call the Question. The motion carried 5-2 (Commissioners Proctor and Sauls in opposition)*
- *The motion to reconsider failed 2-5 (Commissioners Akinyemi, Dailey, Desloge, Rackleff and Thaeil in opposition)*
- Requested staff provide an update on all information available related to the proposed Septic System Ordinance and the Loan and Inspection Program.
- Commended fellow Commissioners on the actions taken today at the WMBE Workshop.
- Requested that the issue of a four-day work week be readdressed at the Board Retreat.
- Requested a Proclamation in honor of FAMU graduate Robert "Bullet" Bob Hayes' induction into the NFL Hall of Fame, to be presented at FAMU Presidential Gala.
- *Commissioner Proctor moved, duly seconded by Commissioner Sauls, to appropriate \$450 from his commission account to support FAMU Homecoming Sunday. The motion carried 7-0.*
- Wished his Mom a Happy Birthday tomorrow.

Commissioner Thaeil

- Offered condolences to Commissioner Dailey and wife Jenny on their recent loss.
- Announced that he and wife Georjean will be part of WFSU-FM radio pledge drive on Saturday, October 17, 2009.

Commissioner Sauls

- Reiterated the undo hardship that would be imposed of residents affected by the new septic tank standards for a very small return in the decrease in nitrogen.
- Requested a Resolution for Alzheimer's Day.
- Thanked staff for the wonderful picnic.

Commissioner Akinyemi

- Requested a Resolution for the Knight Foundation in recognition of its donation of 150 Net books to the Leon County Library.
- *Commissioner Akinyemi moved, duly seconded by Commissioner Dailey, to donate \$250 from his Commission account for the Music Fest, a fundraiser for Refuge House. The motion carried 7-0.*
- Voiced his commitment to save Wakulla Springs. He requested staff prepare a timeline or "roadmap" which includes a series of steps to be conducted between now and March to ensure a better more successful outcome.

Commissioner Rackleff

- Added his thanks to staff for the development of the cross county running trail.
- Noted the approval of three sidewalk projects totaling \$420,000 in stimulus money will have a positive impact on citizens quality of life.
- Requested the Board to schedule a presentation by the Council on Culture and Arts for Tuesday, October 27, 2009.
- Requested the Board to schedule a brief presentation by the First Presbyterian Church on its solar panel roof project.
- *Commissioner Rackleff moved, duly seconded by Commissioner Proctor to approve travel to Washington D.C to pursue additional grant money and to attend in February the New Partners for Smart Growth Annual Meeting. The motion carried 7-0.*
- Announced that he also will participate in the WFSU-FM radio pledge drive and will be on tomorrow at 6:00 a.m.

Chairman Desloge

- Requested a Resolution in support of Commissioner Thael's appointment to the NACo Board of Director.
- Requested the Board schedule a presentation by Big Bend Pop Warner for October 27, 2009 Board meeting.
- Requested a Resolution recognizing Volunteer Firefighter Day, October 17, 2009.
- Requested a Resolution in support of Disability Employment Awareness Month to be presented at the October 27, 2009 meeting.
- Announced his appointment to the FAC Board of Directors, Florida Substance Abuse and Mental Health Corporation.
- Added his sympathies to Commissioner Dailey and wife Jenny.
- *Commissioner Akinyemi moved, duly seconded by Commissioner Thael, to direct staff to prepare an agenda item regarding available technology for public notices. The motion carried 7-0.*
- Requested the County Attorney to conduct a brief seminar with all local elected officials on the Honest Services Act.

Receipt and File:

- Fallschase Community Development District annual Meeting Schedule – Fiscal Year 2010
- Capital Region Community Development District Fiscal Year 2010 Meeting Dates

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 9:35 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

2. Approval to Issue a Notice of Contract Renewal for Enhanced 9-1-1 Services with Plant/CML/AK Associates

The Board approved Option 1: Approve the issuance of a Notice of Contract Renewal for Enhanced 9-1-1 system services with Plant/CML/AK Associates.

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Approval to Issue a Notice of Contract Renewal for Enhanced 9-1-1 Services with Plant/CML/AK Associates

Staff:

Parwez Alam, County Administrator

Richard R. Smith, Emergency Management Services Director

Issue Briefing:

This agenda item seeks Board approval to issue a Notice of Contract Renewal with Plant/ CML/AK Associates for E-9-1-1 system services (Attachment#1).

Fiscal Impact:

This item has been budgeted and adequate funding is available. The County would continue paying a monthly maintenance cost of \$18,000, and monthly network charges of \$25,920, for a total system cost of \$527,040 per year.

Staff Recommendation:

Option #1: Approve the issuance of a Notice of Contract Renewal for Enhanced 9-1-1 system services with Plant/CML/AK Associates.

Report and Discussion

Background:

On November 16, 2004, the Board approved an Agreement for System Services between Leon County and CML/AK Associates for the procurement of an enhanced 9-1-1 System (Attachment #2).

Installation of the E-9-1-1 equipment began on December 6, 2004, and was completed on December 13, 2004. The equipment was installed system-wide, including Leon County Sheriff's Office with Emergency Management, Tallahassee Police Department, Tallahassee Fire Dispatch, Florida State University Police, Florida A & M Police, and the Capitol Police Department (FDLE).

The initial Agreement was for two years, with annual renewal options for five years after the initial two-year term. The first annual contract renewal was approved by the Board on September 12, 2006, and per Section V of the Contract, the current renewal expires on December 13, 2009.

In 2006, CML was merged with Plant to form Plant/CML.

All requirements of the Site Acceptance Plan (SAT) were met, including:

- Two full time technicians were assigned to Leon County exclusively by AK Associates for total system maintenance including database for the life of the contract.
- All Supervisors and call takers were trained and ongoing training is provided at no additional cost by AK Associates.
- This system receives and answers all 9-1-1 calls generated in Leon County, including cellular calls with location identification displayed.
- The Type V (Stand Alone) database is in service. Discrepancies are managed by County vs. the Local Phone Company. The County has control over all records and includes more complete supplemental information in address records.
- Routing of 9-1-1 calls within the County is accomplished with the CML backroom equipment that is located at both Primary Answering Points that are located at the Leon County Sheriff's Office and the Tallahassee Police Department.
- Digital Access cross connects were added by AK Associates at no charge to the County. This is an added feature that enables all wireless carriers and alternate telephone providers to direct connect to the to the CML equipment at each location without have to add additional T1 channels to the system. This was done to further reduce circuit charges from Embarq.

AK Associates, Inc. applied for Minority Business Enterprise (MBE) status with Leon County and was denied, as their offices are not located in the four-county market area. However, an application was submitted to the State of Florida Department of Management Services and MBE Certification was awarded (Attachment#3).

Analysis:

With the first renewal in 2006, the monthly maintenance cost was \$18,000, and the monthly network charges were \$27,000, for a total of \$540,000 per year. With this contract renewal, and subsequent renewals, the County would continue paying a monthly maintenance cost of \$18,000, and monthly network charges of \$25,920, for a total system cost of \$527,040 per year. The proposed renewal will expire on December 13, 2010.

If this contract with Plant/CML/AK Associates is not renewed, the County will need to go through the Request for Proposals (RFP) process to contract with a new vendor.

Options:

1. Approve the issuance of a Notice of Contract Renewal for Enhanced 9-1-1 system services with Plant/CML/AK Associates.
2. Do not approve the issuance of a Notice of Contract Renewal for Enhanced 9-1-1 system services with Plant/CML/AK Associates.
3. Board Direction.

Recommendation:

Option # 1

Attachments:

1. Proposed Notice of Contract Renewal
2. Agreement for System Services between Leon County and CML/AK & Associates for the provision of 9-1-1 services in Leon County *(The first twelve pages of the contract are attached.)*
3. Minority Business Enterprise Certificate

PA/RRS/ET/et



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment # 1
Page 1 of 1

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

November 17, 2009

Plant/CML
42505 Rio Nedo
Temecula, CA 92589-9007

RE: Notice of Contract Renewal for Enhanced 9-1-1 Services

On November 17, 2009, the Leon County Board of County Commissioners authorized me to issue this letter as a notice to renew the County's contract with Plant/CML/AK Associates for Enhanced 9-1-1 services. County staff and the Board have been satisfied with the enhanced 9-1-1 services and wish to continue the contract with Plant/CML/AK Associates.

Under the terms of the contract, the County's renewal for Enhanced 9-1-1 services shall be good for up to twelve months. At that time, the Board of County Commissioners will reevaluate the County's contract with Plant/CML/AK Associates on an annual basis pursuant to the contract.

Sincerely,

Parwez Alam
County Administrator

cc: Leon County Board of County Commissioners
Sheriff Larry Campbell
Richard Smith, Director of Emergency Management

Agreement for System Services

THIS AGREEMENT made and entered into this 11 day of November, 2004 by and between LEON COUNTY, FLORIDA, (herein after referred to as "the County") and CML, EMERGENCY SERVICES, INCORPORATED (herein after referred to as "CML").

WITNESSETH:

WHEREAS, on July 15, 2004, the County solicited proposals for the design, delivery, installation, testing and ongoing maintenance of a Public Safety Enhanced 9-1-1 Emergency Telephone Number System, and associated equipment, sub-systems and services for the Leon County, Florida Public Safety Answering Points "PSAPs"; and,

WHEREAS, the County received a proposal from CML and other vendors; and,

WHEREAS, through negotiations between the parties, CML's original proposal has been modified significantly; and,

WHEREAS, the County hereby finds it in the County's best interest to contract for such services as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the sufficiency of which is hereby acknowledged, the County and CML mutually agree as follows:

I. Definitions. For the purpose of this Agreement:

A. "Agreement" shall mean this Agreement and all Exhibits thereto.

B. "Equipment" shall mean all components of Hardware and Software, leased or otherwise purchased hereunder, functioning together, performing and interoperating as a fully integrated and efficient whole with itself and all other CML facilities and equipment and the County's facilities and equipment, and in accordance with the Specifications.

C. "Hardware" shall mean physical operating objects, firmware, additions, extensions, components, supplies, test equipment, apparatus and parts, as specified in this Agreement, or which are integral to, or associated with the functioning and performance of the Equipment, including, without limitation, those set forth or otherwise identified in Exhibit "A" to this Agreement.

D. "Installation Site" shall mean those locations designated by the County.

E. "Network Charge" shall mean Network ALI Database local telephone service provider imposed Tariff fees.

F. "Parties" shall mean Leon County, Florida and CML Emergency Services, Incorporated.

G. "Proposal" shall mean that document provided to Leon County by CML in Response to the County's Request for Proposal, and the Amended Proposal of CML, identified jointly as Exhibit G.

H. "Request for Proposals" shall mean the Request for Proposals, BC-07-15-04-49, published by Leon County for purposes of obtaining a replacement E-9-1-1 system.

I. "Services" shall mean those requirements for non-installation related measures, as further set forth in Exhibit E.

J. "Software" shall mean on whatever media provided, a program or programs, including switch operating systems and network management systems, and firmware or internal code fixed in, or otherwise incident to, the Hardware consisting of machine readable logical instructions and tables of information, supplied in object code form.

K. "Specifications" shall mean the specifications contained in this Agreement and the manufacturer's specifications applicable to the Equipment.

L. "System" shall mean Public Safety Enhanced 9-1-1 ETNS System.

II. Contents of this Agreement.

This Agreement shall consist solely of the terms of this Agreement and of the Exhibits listed below. The following Exhibits are attached, and made a part of this Agreement as if fully set forth herein:

Exhibits to the Agreement:

Exhibit A – Equipment List and Prices

Exhibit B – Terms of Payment

Exhibit C – County Responsibilities

Exhibit D – Proposed Implementation and Acceptance Test Plan

Exhibit E – Services List and Prices

Exhibit F – County's Request for Proposals.

Exhibit G – CML's Response to County Request for Proposals and CML's Best and Final Offer dated October 19, 2004, as supplemented by CML's electronic mail correspondence dated November 5, 2004.

III. Order of Precedence:

In the event of a conflict between or among the provisions of this Agreement and the provisions of the documents incorporated into this Agreement as Exhibits, the provisions of this Agreement shall take precedence. In the event of a conflict between the provisions of the Exhibits, the conflict shall be resolved by preference to the Exhibits in the following order:

Exhibits to the Agreement

1. Exhibit F – The County's Request for Proposals.
2. Exhibit G – CML's Response to the County's Request for Proposals and CML's Best and Final Offer dated October 20, 2004, as supplemented by CML's electronic mail correspondence dated November 2, 2004.
3. Exhibit A – Equipment List and Prices.
4. Exhibit E – Services List and Prices.
5. Exhibit D – Proposed Implementation and Acceptance Test Plan.
6. Exhibit C – County Responsibilities.
7. Exhibit B – Terms of Payment

IV. General Services to be Provided:

CML shall design, deliver, install, and maintain for the entire term of this Agreement, and any renewal term(s), a Public Safety Enhanced 9-1-1 ETNS System for use by the County. The System shall be engineered, furnished, installed, tested and adjusted by CML for optimum performance and delivered to the County as a fully operative System, which System meets or exceeds the Specifications of this Agreement. CML shall provide on-site training acceptable to the County in the use, maintenance and operation of the System. CML shall also schedule and supervise all testing of the Equipment. CML is fully cognizant of the particular purposes for which the System will be used by the County as specified in this Agreement. CML will provide a complete, operational and FCC "Type Accepted" System designed to meet the requirements of the County in strict conformance with the terms and Specifications of this Agreement with a reasonable capability for expansion. It is understood by the Parties hereto that expansion of this System may require additional equipment, but that the System may be expanded without the necessity of being substantially redesigned and will be compatible with the County's existing communications system.

A. Delivery and Installation:

1. CML shall deliver, install, test, and activate the Equipment, as further described in Exhibit A, Equipment List and Prices, at the locations designated by the County as the Installation Site no later than December 28, 2004 ("Cutover Date"). Installation and testing shall comply with all applicable laws and regulations. The installation shall include the necessary labor, supervision, tools and equipment, technical and professional services, cabling and associated Hardware as required, and site clean up. All of the work shall be in conformance with the manufacturer's specifications and the Specification of this Agreement.
2. CML shall certify in writing to the County that the installation and testing of the Equipment has been completed and that the installed Equipment is in good working order and has been connected to the public switched telephone network, in full conformance with the Specifications. The County shall have a reasonable time, but in no event more than 30 days, in which to inspect the Equipment upon

its receipt of the certification by CML. If the County finds the foregoing statement to be correct, it shall execute CML's Certificate of County Acceptance or notify CML in writing as to any reasons for rejection. However, should the County reject the Equipment because it does not comply with the foregoing requirements or requirements of the Agreement, CML shall have the right to cure any defects within a reasonable time, taking into account the necessity of procuring replacement Equipment or parts and connecting or modifying the installation of the Equipment and submit a new certification after such installation.

B. Maintenance and Training:

1. CML shall properly maintain the Equipment and provide training to County designees in accordance with Exhibit D, "Project Implementation Plan." CML shall install a modem and dial-up telephone line to allow CML to access, review and modify the Software remotely.
2. Training will take place prior to December 28, 2004, the Cutover Date. User operator training will be provided by CML for proficiency of use of the Equipment not more than two weeks prior to Cutover Date or as County personnel dictates.
3. CML provided training shall include general call taker training prior to the Cutover Date; supervisor training; software training on all aspects of the programmable equipment; and GIS/Addressing technician training.
4. Training shall occur at the location of the PSAP's, or any other County-designated location. CML shall provide training to selected PSAP personnel and County Program Staff.

C. Services.

CML shall provide those Services as described in Exhibits E and during the term of this Agreement in exchange for the Services Payment. Those Services shall be provided in accordance with applicable Tariffs of the local telephone service provider. CML shall make any repairs necessary to ensure continued operation of the System during the entire term of this Agreement.

V. Term and Renewal:

The initial term of this Agreement shall commence on the date upon which the County accepts the installed Equipment as set forth in the Certificate of Acceptance (hereinafter "Acceptance Date") and continue for twenty-four (24) months. The County shall have the right to five annual renewal options of 12 months in duration each. This Agreement may be renewed at the County's sole option by issuing to CML a notice of renewal at least thirty (30) days prior to the expiration of the initial term or any subsequent renewal term. Thereafter, this Agreement shall be automatically extended on a month to month basis until either party gives the other not less than sixty (60) days prior written notice of its intent to terminate this Agreement. Any renewals or extensions shall be on the same terms and conditions as set forth herein, unless subsequently modified in writing and fully executed by both Parties.

VI. Payments:

Payments associated with the Equipment and Services provided by CML under this Agreement shall be made in accordance with the following:

A. **Advance payment:** The County shall pay to CML \$100,000.00 upon the Acceptance Date, as an Advance payment for the Equipment and Services being provided hereunder by CML.

B. **Payment for Services, Equipment, and Network Charges:** County shall pay to CML, as a charge for the Services, Equipment, and Network Charges, an initial amount of \$89,275.29 monthly upon an appropriate invoice submitted by CML. Such payment shall be allocated as \$44,108.95 for Equipment, \$18,166.34 for Services (including Maintenance), and \$27,000.00 for Network Charges. Payment shall be rendered by Leon County within thirty (30) days of receipt of said invoice. This initial monthly payment for Services and Network Charges shall remain constant for the initial term of 24 months. Thereafter, should the County exercise its option to renew this Agreement and purchase the Equipment in accordance with Paragraph C herein, the monthly payment for Services and Network Charges shall be in the amount of \$45,166.34 per month. This monthly payment for Services and Network Charges rendered shall remain \$45,166.34 per month for each subsequent renewal of the initial term. The Parties acknowledge that the amount of the Network Charges may be renegotiated to properly reflect the unbundling of the Tariff fees of the local telephone service provider in accordance with Exhibit G. Should the County not exercise its option to purchase the Equipment pursuant to the provision of Paragraph C herein, but exercise its option to renew the Agreement, the Parties agree to negotiate in good faith a new charge for Services, Equipment, and Network Charges, however, in no event shall the amount allocated for Services exceed \$18,166.34.

C. **Equipment Purchase:** The County, at its sole option may upon not less than thirty (30) days written notice prior to the termination of the initial term of this Agreement, exercise its option to purchase the Equipment from CML in the amount not to exceed \$100,000.00.

VII. Confidentiality:

The County agrees that neither the County, its agents nor its employees shall in any manner use, make available, make known, divulge or communicate any information with respect to the Software which might enable copying all or any portion of the Software or the development of a similar computer program or system in accordance with the Public Records law. County agrees to take all reasonable action to protect the confidential and proprietary information included in the Software and documentation for the Equipment.

VIII. Warranties:

A. The manufacturer of the Equipment warrants that the Equipment will be free from defects in material and workmanship and will conform to the manufacturer's specifications during the manufacturer's warranty period, but in no event to be less than the initial term of the Agreement. CML shall provide maintenance in accordance with the manufacturer's warranty and this Agreement.

- B. CML's obligation to maintain and warrant the Equipment shall not extend to any Equipment which has been subjected by the County to misuse, accident, abuse, failure or surge of electric power, failure of environmental control, improper repair or service by persons other than CML or its contractors, electrical storms, lightning. Should any defects covered by this maintenance/warranty obligation appear within the Term of this Agreement, the County shall notify CML and CML shall have a reasonable time to cure such defect, but in no event to exceed ten (10) days. CML shall, at its option, repair or replace the defective part or parts at its expense. Repair or replacement parts, which shall be furnished on an exchange basis, may be new or used with equivalent-to-new performance. Returned parts shall become the property of CML. Any Equipment installed in connection with warranty or maintenance service or manufacturer's upgrades provided at no charge to the County shall be the property of CML.
- C. All Equipment and Services furnished by CML under this Agreement shall be warranted for a period of time not less than the initial term of this Agreement, free from defects in material and workmanship. In the event any such defects in Equipment or Services become evident within the warranty period, CML shall correct the defect at no cost to the County by: (1) repairing any defective component of the Equipment; (2) furnishing, installing, and testing necessary replacement parts; (3) otherwise correcting any reproducible and/or recurring software defects; or (4) correcting the faulty Services.

IX. System Maintenance.

- A. CML shall provide 24-hour a day, 365 days per year support for the System throughout the term of the Agreement. CML shall have two fully trained, certified and qualified technicians available to the designated County sites for the duration of this Agreement.
- B. In the event of a major failure, or minor failure that has been reported during normal business hours, and a technician has not reported to the PSAP within two hours from the time the initial call is made, CML will place a status call to the PSAP supervisor.
- C. If a delay in responding to the location of a major failure exceeds two hours, CML's service manager having responsibility will be notified by the CML technician. A response plan will be initiated and the communications shift supervisor will be advised of the plan. If failure delays beyond three hours are expected, the CML service manager having responsibility will notify the 9-1-1 System Manager.
- D. If CML's technician has been working on a major failure for more than three hours and a repair is not expected within the next 30 minutes, the CML service manager having responsibility will be notified. A plan will be established at this time for technical escalation. The CML service manager will advise the communications shift supervisor and the 9-1-1 System Manager of the plan.
- E. In the event that any component has been inoperative for a period that exceeds 24 hours, technical assistance from the Services or Equipment manufacturer will be initiated. Written authorization to deviate from this requirement must be obtained from the 9-1-1 Systems Manager.

F. In the event that any critical component has been inoperative for a period that exceeds 72 hours, the plan to mitigate the problem will be submitted to, and written authorization will be obtained from, the 9-1-1 Systems Manager.

G. Spare Parts. CML must maintain an adequate inventory of spare parts to ensure expedient repair of the System and guarantee that any replacement or upgrade of spare parts will be available for the term of this Agreement. Should a manufacturer discontinue any product or cease to do business, CML agrees to stock an adequate supply of replacement components.

H. CML must store spare parts at a location within Leon County to ensure the availability of critical system components in the event of a hardware failure.

I. Software Upgrades. CML will offer software version and scheduled hardware upgrades for the term of this Agreement. Software version upgrades include revisions within versions as well as whole version migrations should they occur. These revisions and upgrades will be provided at no additional cost to Leon County. These changes will be made upon acceptance by Leon County, and advance notification will be provided and training of staff will be included, if necessary.

X. Database Accuracy. CML shall provide/maintain ALL database accuracy that meets the requirements as established by NENA and the 9-1-1 State Plan.

XI. Damages.

Actual or Liquidated Damages, whichever is greater, shall be assessed, not as a penalty but for damages including but not limited to those related to installation delay, on-going maintenance (down-time), database accuracy, and response time delay.

Liquidated Damages shall incur as listed below:

A. Response Time Liquidated Damages:

HOURS IN EXCESS OF RESPONSE TIME ALLOWANCE	RESPONSE TIME LIQUIDATED DAMAGES	
DOWN TIME HOURS	MAJOR OUTAGE	MINOR OUTAGE
1 ST HOUR	\$0:00	\$0:00
2 ND HOUR	\$0:00	\$0:00
3 RD HOUR	\$50:00	\$0:00
4 TH HOUR	\$75:00	\$0:00
5 TH HOUR	\$100:00	\$20:00
6 TH HOUR	\$125:00	\$40:00

7 TH HOUR	\$150.00	\$60.00
8 TH HOUR	\$175.00	\$80.00
9 TH HOUR	\$200.00	\$100.00
EACH ADDITIONAL HOUR	\$200.00	\$100.00

B. Down Time Liquidated Damages:

HOURS IN EXCESS OF RESPONSE TIME ALLOWANCE	DOWN TIME CREDIT	
	MAJOR OUTAGE	MINOR OUTAGE
DOWN TIME HOURS		
1 ST HOUR	\$0.00	\$0.00
2 ND HOUR	\$0.00	\$0.00
3 RD HOUR	\$50.00	\$0.00
4 TH HOUR	\$75.00	\$0.00
5 TH HOUR	\$100.00	\$20.00
6 TH HOUR	\$125.00	\$40.00
7 TH HOUR	\$150.00	\$60.00
8 TH HOUR	\$175.00	\$80.00
9 TH HOUR	\$200.00	\$100.00
EACH ADDITIONAL HOUR	\$200.00	\$100.00

C. Liquidated Damages for database errors: \$100 per day per incident, commencing five work days after notification by the County that the standards, as established by NENA and The 9-1-1 State Plan, are not being met by CML.

D. Installation Delay Liquidated Damages: \$500 per day for each day after December 28, 2004, for the first 90 days; thereafter \$1,000 per day for each day after Installation has not been performed. Installation is premised on connecting to existing Sprint Network and ALI Database, as put forth in Exhibit D, Proposed Implementation and Acceptance Test Plan.

XII. Additional Hardware/Software Quantities: Proposed prices for additional Equipment and software included in the installation shall be valid for at least one year from the final

system acceptance date. CML shall provide current price guidelines to County staff on an as-needed basis.

XIII. System Documentation and Manuals

A. CML shall furnish each PSAP and Leon County two (2) complete bound System Equipment manuals upon completion of the System installation and a copy in digital form on CD or DVD. This manual shall include the following:

1. A complete instructions manual for all equipment in the system.
2. Instructions for the determination of trouble reporting, including all trouble report telephone numbers.
3. Complete schematics and parts lists for all equipment in the system.
4. A complete and detailed system schematic showing the actual system "as installed;" and
5. All system equipment interconnect wiring shall be clearly marked and documented so that any individual interconnecting wire may be readily identified.

B. CML shall furnish the County with complete documentation of the training for PSAP(s) personnel and managers or supervisors.

XIV. Proposed Implementation Schedule and Acceptance Test Plan

A. CML has provided a proposed implementation schedule (included in EXHIBIT "D") for the installation of the Equipment. The implementation proposal shall include the order of PSAPs and the proposal must be completed and accepted not later than 30 days from the date of execution of this Agreement.

B. The implementation plan shall explain how existing equipment will be replaced without interrupting current 9-1-1 services.

XV. The County's Responsibilities

A. Insurance. At its expense, the County shall keep the Equipment insured against all risks of loss and damages for an amount equal to the installed replacement cost of the Equipment.

B. Software License. The County agrees to comply with any software license agreement associated with software constituting the Equipment provided CML has rendered a copy of such Agreement to the County and the County has approved same.

XVI. Indemnity

- A. To the maximum extent permitted by applicable law, the Parties shall indemnify each other against, and hold each other harmless from, and covenant to defend each other against, any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorney's fees) related to this Agreement, the Equipment and/or Services, including, without limitation, the selection, delivery, condition, use, or operation of the Equipment, or violation of a software sublicense, or arising by operation of law but excluding any of the foregoing to the extent caused by the negligence or willful misconduct of the other or the other's performance of this Agreement.
- B. Patent/Copyright Indemnification. CML shall indemnify and hold County harmless from and against any claim of infringement of a Canada or United States patent or copyright based upon the Software, provided County gives CML prompt notice of the right to defend any such claim. CML shall have the right to settle such claim, and, at CML's option, provide County (i) a paid-up license (ii) substitute, functionally equivalent Software; or (iii) a refund of the license fee paid for the Software, based on the period of use, reduced on a straight-line basis over a five (5) year period.

XVII. General Provisions.

- A. Entire Agreement. Each party acknowledges that it has read and understood this Agreement and agrees to be bound by its terms, and that the Agreement is the complete and exclusive Agreement of the Parties and supersedes all other communications, oral or written, between the Parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing signed by both parties.
- B. Choice of Law. This Agreement shall be governed by the laws of the State of Florida, and venue for all actions arising hereunder shall lie in Leon County, Florida.
- C. Waiver. Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.
- D. Effective Date. This Agreement and the license granted hereunder shall take effect upon the date that the last party executes this Agreement.
- E. Severability. A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.
- F. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, or any act or failure to act by the other party or such other party's employees, agents or contractors. The Parties will promptly inform and consult each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
- G. Relationship of Parties. The parties are independent contractors and neither party is an employee, agent, partner or joint venturer of the other. Neither party shall have the

right to bind the other party, whether directly or indirectly, to any agreement with a third party or to incur any obligation or liability on behalf of such other party, whether directly or indirectly.

H. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the mail, first class postage prepaid, or sent by overnight courier, addressed as set forth on page one of this Agreement.

I. CML may not assign, grant a security interest in, or pledge its interest in this Agreement and any amounts payable hereunder to one or more third parties ("Assignee"), without the express prior written consent of the County.

XVIII. Termination.

A. Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence the following events (an "Event of Default"):

- 1) In the event the other party violates any provision of this Agreement; or
- 2) In the event the other party (A) terminates or suspends its business, (B) becomes subject to any bankruptcy or insolvency proceeding under Federal, state or provincial statute, (C) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (D) has wound up or liquidated, voluntarily or otherwise.

Notice and Opportunity to Cure. Upon the occurrence of an Event of Default, a party shall deliver to the defaulting party a Notice of Intent to Terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) days, the party may terminate this Agreement and the license granted herein by delivering to the defaulting party a Notice of Termination that identifies the effective date of the termination, which date shall not be less than thirty (30) days after the date of delivery of the Notice of Intent to Terminate.

Procedure. Within ten (10) days after termination of the license, County shall return to CML the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by the County, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

Right to Continue Use. Irrespective of any provisions of the forgoing section, County shall have the right to continued use of the System until such time as a replacement system can be procured, installed and cutover. During such period of usage County will continue regular Service payments to CML.

B. The County shall have the right to terminate this Agreement for convenience (not for cause) upon not less than 120 days written notice to CML. Should the County exercise this right within the first nineteen (19) months of the initial term, the Equipment payments shall continue for the entire initial term, unless the County purchases the Equipment pursuant to Section VI.C.

Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 17 day of NOV, 2004.

CML, INC.

BY: [Signature]

DATE: November 15, 2004

ATTESTED BY: [Signature]

DATE: Nov. 15, 2004

LEON COUNTY, FLORIDA

BY: [Signature]

Cliff Thaein, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida

BY: [Signature] Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

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



State of Florida
*Minority Business Enterprise
Certification*

Kraus Associates, Inc.

is certified as a Minority Business Enterprise under
the provisions of Chapter 287, Florida Statutes for
a one year period from:

June 5, 2009

to

June 5, 2010

Executive Director

*Florida Department of Management Services
Office of Supplier Diversity*

Attachment # 3
Page 1 of 1

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3. Approval of Payment of Bills and Vouchers Submitted for November 17, 2009, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 18 through December 7, 2009: \$1,549,048

The Board approved Option 1: Approve Payment of Bills and Vouchers Submitted for November 17, 2009, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 18 through December 7, 2009: \$1,549,048

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Approval of Payment of Bills and Vouchers Submitted for November 17, 2009, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 18 through December 7, 2009

Staff:

Parwez Alam, County Administrator
Alan Rosenzweig, Assistant County Administrator
Scott Ross, Director, Office of Management and Budget

Issue Briefing:

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval for November 17, 2009 and pre-approval of payment of bills and vouchers for the period of November 18 through December 7, 2009. OMB will review the bills and vouchers printout, submitted for approval during the November 17, 2009 meeting, the morning of Monday, November 16, 2009. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board. Otherwise, it is recommended that the Board approve the bills and vouchers submitted for November 17, 2009.

Due to the Board not meeting the fourth Tuesday in November and the first Tuesday in December, it is advisable for the Board to pre-approve payment of the County's bills for November 18 through December 7, 2009, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Fiscal Impact:

This item has no fiscal impact.

Options:

1. Approve payment of bills and vouchers submitted for November 17, 2009 and pre-approve payment of bills and vouchers for the period of November 18 through December 7, 2009.
2. Do not approve payment of bills and vouchers submitted for November 17, 2009 and do not pre-approve payment of bills and vouchers for the period of November 18 through December 7, 2009.
3. Board Direction.

Staff Recommendation:

Option #1: Approve payment of bills and vouchers submitted for November 17, 2009 and pre-approve payment of bills and vouchers for the period of November 18 through December 7, 2009.

4. Approval of the Appropriation of Drug Court Fund Balance to Reconcile Final FY 2009 Adult Drug Court Expenses

The Board approved Option 1: Approve the Resolution and Associated Budget Amendment Request to appropriate fund balance for the Adult Drug Court program final FY 2009 expenses.

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Approval of the Appropriation of Drug Court Fund Balance to Reconcile Final FY 2009 Adult Drug Court Expenses

Staff:

Parwez Alam, County Administrator
Alan Rosenzweig, Assistant County Administrator
Scott Ross, Director, Office of Management and Budget

Issue Briefing:

At the request of Court Administration, this item seeks Board approval of a Resolution and associated Budget Amendment Request to appropriate fund balance for the Adult Drug Court program final FY 2009 expenses (Attachment #1).

Fiscal Impact:

This item has a fiscal impact. Additional expenses for Adult Drug Court total \$6,167 for the 2009 fiscal year. The Drug Court fund balance is available to cover these expenses. The estimated year end fund balance for Drug Court is \$173,430.

Staff Recommendation:

Option #1: Approve the Resolution and Associated Budget Amendment Request to appropriate fund balance for the Adult Drug Court program final FY 2009 expenses.

Report and Discussion

Background:

The Leon County Adult Drug Court Program (Drug Court) was established in 1993 and is managed by Court Administration. The Drug Court is currently funded from the Florida Department of Corrections (DOC), which pays for assessment and group counseling services for offenders enrolled in Drug Court. Additional funding is provided by the Florida Department of Children and Families (DCF), and through user fees paid by clients of Drug Court.

Analysis:

The appropriation of \$6,167 in fund balance will resolve final expenses associated with the contracted assessment and counseling services.

Options:

1. Approve the Resolution and Associated Budget Amendment Request to appropriate fund balance for the Adult Drug Court program final FY 2009 expenses.
2. Do not approve Budget Resolution and Associated Budget Amendment to appropriate fund balance for Adult Drug Court program final FY 2009 expenses.
3. Board Direction.

Recommendation:

Option #1

Attachment:

1. Budget Resolution and Associated Budget Amendment Request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2008/2009; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 17th day of November, 2009.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, 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

**FISCAL YEAR 2008/2009
 BUDGET AMENDMENT REQUEST**

No: BAB09057
 Date: 11/4/2009

Agenda Item No: _____
 Agenda Item Date: 11/17/2009

County Administrator

Assistant County Administrator

 Parwez Alam

 Alan Rosenzweig

Request Detail:

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
116	000	399900	000	Appropriated Fund Balance	74,638	6,167	80,805

Subtotal: 6,167

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
116	800	53400	562	Other Contractual Services	85,961	6,167	92,128

Subtotal: 6,167

Purpose of Request:

This budget amendment appropriates \$6,167 in fund balance to cover final drug assessment and counseling services expenses for the Adult Drug Court program for FY 2009.

Program Director

OMB Director

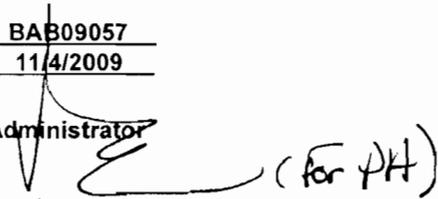
Scott Ross

Approved By: Resolution Motion Administrator

**FISCAL YEAR 2008/2009
BUDGET AMENDMENT REQUEST**

No: BA09057
Date: 11/4/2009

Agenda Item No: 4
Agenda Item Date: 11/17/2009

County Administrator
 (for PH)
Parwez Alam

Assistant County Administrator

Alan Rosenzweig

**Request Detail:
Revenues**

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
116	000	399900	000	Appropriated Fund Balance	74,638	6,167	80,805
					Subtotal:	<u>6,167</u>	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
116	800	53400	562	Other Contractual Services	85,961	6,167	92,128
					Subtotal:	<u>6,167</u>	

Purpose of Request:

This budget amendment appropriates \$6,167 in fund balance to cover final drug assessment and counseling services expenses for the Adult Drug Court program for FY 2009.

Program Director

OMB Director

Scott Ross

Approved By: Resolution Motion Administrator

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2009/2010; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

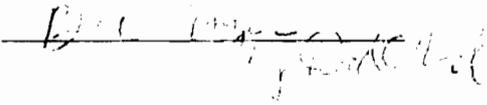
Adopted this 17th day of November, 2009.

LEON COUNTY, FLORIDA

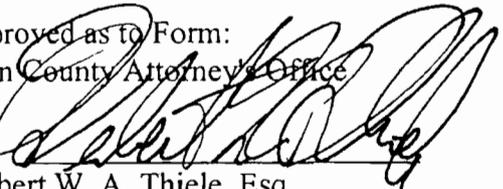
BY: 
Chairman Bob Rackleff
Board of County Commissioners

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

5. Ratification of Actions Taken at the October 27, 2009 Workshop on Hometown Democracy Constitutional Amendment

The Board approved Option 1: Ratify the actions taken at the October 13, 2009 Workshop on the Hometown Democracy Constitutional Amendment.

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Ratification of Actions Taken at the October 27, 2009 Workshop on Hometown Democracy Constitutional Amendment

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
Wayne Tedder, Planning Department Director

Issue Briefing:

This agenda item seeks the Board's ratification of the actions taken during the October 27, 2009 workshop on the Hometown Democracy Constitutional Amendment.

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Ratify the actions taken at the October 13, 2009 Workshop on the Hometown Democracy Constitutional Amendment.

Report and Discussion

Background:

The Board conducted a workshop on October 27, 2009 to discuss the Hometown Democracy Constitutional Amendment.

Analysis:

At the workshop, the Board received a presentation from the Tallahassee/Leon County Planning Department on the Hometown Democracy Constitutional amendment. The Board directed staff to take no further action until Amendment 4 is decided.

Options:

1. Ratify the actions taken at the October 27, 2009 Workshop on the Hometown Democracy Constitutional Amendment.
2. Board Direction.

Recommendation:

Option #1.

PA/VSL/WT

6. Request to Schedule First and Only Public Hearing for Board Consideration of a Proposed Ordinance Amending Chapter 14, Article I, Section 14-2.2 Entitled “Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations” of the Leon County Code of Laws for December 8, 2009 at 6:00 p.m.

The Board approved Option 1: Direct the County Attorney’s Office to finalize the proposed ordinance amending chapter 14, Article I, Section 14-2.2 Entitled “Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations” and to schedule same for a public hearing to be held on December 8, 2009 at 6:00 p.m.

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Request to Schedule First and Only Public Hearing for Board Consideration of a Proposed Ordinance Amending Chapter 14, Article I, Section 14-2.2 Entitled "Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations" of the Leon County Code of Laws for December 8, 2009 at 6:00 p.m.

Staff:

Herbert W.A. Thiele, County Attorney

Issue Briefing:

This item seeks Board authorization to schedule a first and only public hearing for December 8, 2009 at 6:00 p.m. for its consideration of an ordinance amending Chapter 14, Article I, Section 14-2.2 Entitled "Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations" (Attachment # 1).

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Direct the County Attorney's Office to finalize the proposed ordinance amending Chapter 14, Article I, Section 14-2.2 Entitled "Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations" and to schedule same for a public hearing to be held on December 8, 2009 at 6:00 p.m.

Title: Request to Schedule First and Only Public Hearing for Board Consideration of a Proposed Ordinance Amending Chapter 14, Article I, Section 14-2.2 Entitled "Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations" of the Leon County Code of Laws for December 8, 2009 at 6:00 p.m.

November 17, 2009

Page 2

Report and Discussion

Background:

On July 22, 2008, the Board adopted an ordinance requiring that all mines in the County be fenced. The original ordinance addressed pre-existing or discontinued mining operations through the nuisance regulations in Chapter 14 of the Code, and future operations in the Site Plan regulations. All sites that had been used for mining prior to the adoption date of the ordinance, and which remained un-reclaimed, were required to be fenced by January 27, 2008. Through implementation, staff determined that the nuisance section should be amended to more clearly require all un-reclaimed mining sites to be fenced.

Analysis:

The proposed ordinance amends the regulations requiring the fencing of sand mines to ensure that the County can enforce the regulation on all un-reclaimed mining sites.

Options:

1. Direct the County Attorney's Office to finalize the proposed ordinance amending Chapter 14, Article I, Section 14-2.2 Entitled "Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations" and to schedule same for a public hearing to be held on December 8, 2009 at 6:00 p.m.
2. Do not direct the County Attorney's Office to finalize the proposed ordinance amending Chapter 14, Article I, Section 14-2.2 Entitled "Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations" and do not schedule same for a public hearing to be held on December 8, 2009 at 6:00 p.m.
3. Board Direction.

Recommendation:

Option # 1.

Attachments:

1. Proposed ordinance.

HWAT/LMY:eal

ORDINANCE NO. 2008-_____

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 14 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, PUBLIC NUISANCES; AMENDING ARTICLE I, SUBSECTION 14-2.2 ENTITLED "REGULATION OF OPEN-PIT MINING AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL OPERATIONS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Leon County allows open-pit mining in many areas of the County;

WHEREAS, open-pit mining results in borrow pits, quarries, strip mines, or places which are typically poor-draining and may result in significant bodies of standing water;

WHEREAS, Leon County, finds that such borrow pit may pose a danger to individuals, particularly children, on a property containing borrow pits; and

WHEREAS, Leon County finds it to be in the interest of the safety and well being of the citizens of Leon County that the dangers of accidental drowning or falls be minimized for all of Leon County citizens;

BE IT ORDAINED by the Board of County Commissioners of the County of Leon, Florida, as follows, that:

Section 1. Chapter 14, Article I subsection 14-2.2, "Regulation of Open-Pit Mining," of the Code of Laws of Leon County is hereby amended as follows:

Sec. 14-2.2 Regulation of Open-Pit Mining and Construction and Demolition Debris Disposal Operations.

~~Within 180 days of the effective date of this ordinance~~ By January 27, 2009, all areas proposed for use, currently used, or previously used ~~being used~~ for Open-pit Mining operations

1 and/or Construction and Demolition Debris Disposal must be secured by a fence. The fence
2 must be a least four feet in height with openings that will reject the passage of a seven-inch
3 diameter sphere. The fence must be equipped with a gate which shall remain locked when
4 workers or employees of the land owner or mining company are not present at the site. At every
5 gate or access point, at least one sign must be posted which states, in at least four-inch tall letters,
6 "Danger," "Keep Out," "No Trespassing," or similar language to indicate that there may be
7 hazardous conditions on the premises. The requirements of this section shall not apply to those
8 areas determined by the County Administrator or designee to have been reclaimed wherein no
9 slope exceed a grade of greater than 4:1 horizontal run to vertical rise.

10 **Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the
11 provisions of this Ordinance are hereby repealed to the extent of such conflict, except to the
12 extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended,
13 which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in
14 whole or in part, with the said Comprehensive Plan, and, further, that this Ordinance shall not
15 repeal, amended, or replace the provisions found in Section 4-36 of the Leon County Code of
16 Laws.

17 **Section 3. Severability.** If any provisions or portion of this Ordinance is declared by
18 any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all
19 remaining provisions and portions of this Ordinance shall remain in full force and effect.

20 **Section 4. Savings Clause.** An enforcement action which is pending on the effective
21 date of this Ordinance and which arose from a violation of an ordinance repealed by this
22 Ordinance, or an enforcement action which is started within one (1) year after the effective date

1 of this Ordinance arising from a violation of an ordinance repealed by this Ordinance, shall be
2 tried and determined exactly as if the ordinance had not been repealed.

3 **Section 5. Effective Date.** This Ordinance shall have effect upon becoming law.

4 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon
5 County, Florida, this 8 day of December, 2009.

6
7 LEON COUNTY, FLORIDA
8
9

10
11 By: _____
12 Jane G. Sauls, Chairman
13 Board of County Commissioners
14

15 ATTESTED BY:
16 BOB INZER, CLERK OF THE COURT
17 LEON COUNTY, FLORIDA
18

19
20 By: _____
21 Bob Inzer, Clerk of Court
22 Leon County, Florida
23

24 APPROVED AS TO FORM:
25 COUNTY ATTORNEY'S OFFICE
26 LEON COUNTY, FLORIDA
27

28
29 By: _____
30 Herbert W. A. Thiele, Esq.
31 County Attorney
32

General Business

7. Consideration of the FY 09/10 Board Retreat Process

County Administrator Alam provided that the Retreat is scheduled for Monday, December 7, 2009 from 9:00 a.m. to 4:00 p.m. at Goodwood Conference Center. He noted that a proposed Retreat Agenda, along with a priority setting process, was provided in the Board's packet for approval.

Commissioner Thael requested that the agenda include discussions on how to foster a positive economic climate through growth management processes.

Commissioner Dailey moved, duly seconded by Commissioner Akinyemi, to approve Options 1 & 2: 1) Approve the draft agenda and priority-setting process for the FY 09/10 Annual Board Retreat, and 2) Identify Commissioner-initiated Issues for Discussion at the Retreat

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Approval of the FY 09/10 Board Retreat Agenda and Priority-Setting Process

Staff:

Parwez Alam, County Administrator

Issue Briefing:

This item seeks Board approval of the agenda and priority-setting process for the FY 09/10 Board Retreat scheduled for Monday, December 7, 2009, from 9:00 a.m. to 4:00 p.m. at the Goodwood Conference Center (Attachment #1). Additionally, this agenda item seeks the Board's identification of discussion items Board members would like to raise during the brainstorming and discussion section of the retreat (Attachment #2).

Fiscal Impact:

Board retreat expenses are not anticipated to exceed \$1,500, with adequate funding available in the FY 09/10 budget.

Staff Recommendation:

Option #1: Approve the draft agenda and priority-setting process for the FY 09/10 Annual Board Retreat.

Option #2: Identify Commissioner-initiated Issues for Discussion at the Retreat.

Report and Discussion

Background:

For many years, the Board has conducted an annual retreat, facilitated by the County Administrator, for the purpose of establishing the County's priorities for the year. Annual retreats have been focused, action-oriented, and serve as an excellent tool to develop specific Board priorities that drive staff and organizational resources. Action plans are developed to carry out retreat priorities, with progress reported to the Board.

FY 07/08 Board Retreat. In anticipation the electorate would pass Amendment 1, which was scheduled for a January 29, 2008 vote, the retreat focused on the fiscal realities of property tax reform. This strategy session, held at the recently completed Woodville Community Center, was the first step in steering the County through the challenging FY 08/09 budget process, and provided staff the direction necessary to develop budget workshop materials in response to declining revenues.

FY 08/09 Board Retreat. Although the Board successfully maintained core services within a balanced FY 08/09 budget, financial challenges continued as a result of a downturn in the real estate market, combined with a sluggish economy and the impacts of Amendment 1. The Board aligned County priorities with available resources during the retreat, held at the Goodwood Conference Center, and identified the following ten priorities:

1. Economic Development	6. Countywide Stormwater Standards
2. Climate Change and Sustainability	7. Functional Consolidation
3. Revenue Diversification	8. Fire/EMS Merger and Joint Dispatch
4. Southern Strategy	9. Primary and Mental Health Care for Uninsured
5. Wakulla Spring Protection	10. Increasing Citizen's Input

Analysis:

This agenda item provides the Board with a draft agenda and process for its FY 09/10 Board Retreat. Consistent with the FY 08/09 and prior Board retreats, the draft agenda and process will enable the Board to provide staff with clear direction and prioritization of the Board's goals for the year so the appropriate staff resources can be allocated to priority issues.

Additionally, this agenda item is seeking the identification of Commissioner-initiated issues for discussion at the retreat, so that background information may be provided to the Board in its retreat packages.

- Many such issues raised for last year's retreat, such as Climate Change and Energy Sustainability, Countywide Stormwater, Economic Development, Fire/EMS Merger, Functional Consolidation, Increasing Citizen Input, Joint Dispatch, Primary and Mental Healthcare, Revenue Diversification, and Wakulla Springs Protection, became FY 08/09 Board Retreat priorities. Others, such as TDC/CVB issues and the Procurement Policy, were addressed through alternative means.

- Three issues have already been raised by the Board and are included in the draft agenda for the retreat: (1) Consolidated 4-Day Workweek; (2) Mass Citizen Communication/ Outreach; and (3) Indigent Healthcare Sales Tax.
- A form is provided to facilitate this process, and may be completed in advance and discussed and provided to staff during the November 17 Board meeting (Attachment #2).

Options:

1. Approve the draft agenda and priority-setting process for the FY 09/10 Annual Board Retreat.
2. Identify Commissioner-initiated Issues for Discussion at the Retreat.
3. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Draft Agenda and Process for the FY 09/10 Annual Board Retreat
2. Listing of Commission Discussion Issues

FY 2009/10 BOARD OF COUNTY COMMISSIONERS RETREAT

December 7, 2009

Goodwood Conference Center

9:00 a.m. – 4:00 p.m.

Attachment # 1

Page 1 of 3

AGENDA

Purpose: To facilitate a highly interactive, results-based strategy session of the Leon County Board of County Commissioners to discuss and deliberate numerous issues which will continue to be significant matters before the Board in the coming year. This process considers the ongoing challenges facing the County (such as declining revenue as a result of property tax reform and a downturn in the real estate market) and will provide a forum for the Board to provide guidance to staff in terms of the priority of these issues.

Desired Outcome: This process will provide critical information for staff to be able to align Board priorities with available resources and to continue to deliver high quality services in the areas most essential to our citizenry in the coming year.

BREAKFAST/REFRESHMENTS

8:30 am

I. Goals and Objectives of the Day – Chairman

9:00 am

Ground Rules

- ◆ Listen carefully - be open to new ideas
- ◆ Everyone participates - no one dominates
- ◆ Seek out differences of opinion – it is okay to disagree
- ◆ Honor time limits

II. Process Overview – Parwez Alam, County Administrator

9:15 am

- Overview of today's retreat in the uniquely challenging and austere environment which persists for counties and the necessity of a focused course for the future of Leon County.

1. Issues Updates (Charter Review Committee, and FY 09/10 Budget – Revenue Projections and Alternative Revenue Options)
2. Updates on the FY 08/09 Board Retreat Priorities
3. Adding / Deleting Issues
4. Prioritization of Issues
5. Additional Discussion and Policy Direction
 - Commissioner Discussion Items Status Report
 - List of Major Continuing Projects
 - Additional Updates (Consolidated 4-Day Workweek, Mass Citizen Communication/Outreach, Indigent Healthcare Sales Tax)
6. Miscellaneous Items by Each Commissioner

FY 2008/09 BOARD OF COUNTY COMMISSIONERS RETREAT
AGENDA**III. Issue Updates**

9:30 am

- As a precursor to Commission discussion of any/all of the issues presented as Retreat Issues, staff will provide a brief presentation on issues which require an update for the coming year:
 - Charter Review Committee, Vincent Long, Deputy County Administrator
 - Budget Overview, Alan Rosenzweig, Assistant County Administrator

BREAK (15 minutes)

10:00 am

IV. Commissioner Discussion of Retreat Issue Updates

10:15 am

- The Commission will examine the list of Retreat Update Issues and may ask questions, request a brief presentation, and/or discuss issues associated with any of these items. The County Administrator will identify issues that require additional policy direction from the Board.

V. Commissioner Prioritization Process

11:15 am

- The Board will engage in a collaborative prioritization process facilitated by the County Administrator.
 - a. Each Commissioner will be given the opportunity to add / delete issues to those already identified (this will require 4 votes of the Commission).
 - b. Commissioners can combine issues that are similar to refine and focus the list.
 - c. Commissioners can discuss in more detail any of the issues/ask questions for clarification.
 - d. Commissioners will then rank the list of issues using the Commissioner Ranking Sheet and assign individual scores to each issue.

LUNCH BREAK

12:15 pm

VI. Discussion of Retreat Issues Priority Ranking

1:30 pm

- A cumulative Commissioner Ranking Sheet, reflecting the combined prioritization of the issues in rank order, will be distributed to the Board. Commissioners will have the opportunity to discuss the relative ranking and determine if refining a "Top 5" or a "Top 10" list is warranted. Commissioners will also have the opportunity to discuss/provide additional, refined direction to staff on the final prioritization of issues.

**FY 2008/09 BOARD OF COUNTY COMMISSIONERS RETREAT
AGENDA**

VII. Additional Updates

2:30 pm

- Staff will provide updates on other issues which do not require Board prioritization:
 - Consolidated 4-Day Workweek – Lillian Bennett, Human Resources Director
 - Mass Citizen Communication/Outreach – Pat Curtis, MIS Director
 - Indigent Healthcare Sales Tax – Vince Long, Deputy County Administrator

VIII. Miscellaneous Items by each Commissioner

3:00 pm

- Each Commissioner will be given an opportunity to bring up any other issues they would like to discuss but which do not need to be part of the above prioritization process.

Adjourn

4:00 pm

Listing of Commission Discussion Issues for the FY 2009/10 Board Retreat

(Please note: These items may be raised and discussed during the Brainstorming and Discussion session)

Chairman Desloge
1.
2.
3.
4.
5.
Vice-Chairman Rackleff
1.
2.
3.
4.
5.
Commissioner Akinyemi
1.
2.
3.
4.
5.
Commissioner Dailey
1.
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4.
5.
Commissioner Proctor
1.
2.
3.
4.
5.
Commissioner Sauls
1.
2.
3.
4.
5.
Commissioner Thael
1.
2.
3.
4.
5.

8. Approval to Renew FY 09/10 Primary Healthcare Program Contracts for Bond CHC, Bond Women and Children Services and Consideration to Modify the FAMU Pharmacy Contract to Allow Bond CHC to provide its own Pharmaceutical Services

County Administrator Alam explained that the item, in addition to approval of contract renewals, seeks Board consideration of a modification to the FAMU Pharmacy Contract to allow Bond Community Health Center (BCHC) to provide its own pharmaceutical services. He noted that this is an arrangement made between BCHC and FAMU Pharmacy and added that FAMU Pharmacy will continue to provide services to the Neighborhood Health Center.

Commissioner Thaell provided that this was discussed at the recent Healthcare Advisory Board (HAB) meeting and was unanimously endorsed.

Commissioner Thaell moved, duly seconded by Commissioner Dailey, to approve Options 1, 2, & 3: 1) Approve the renewal of the Primary Healthcare Program Contracts with Bond Community Health Center and Bond Women and Children's Services, and authorize the County Administrator to execute; 2) Approve the FAMU Pharmacy Agreement at a reduced funding level of \$266,250, and the reallocation of \$88,750 of FAMU's funding to Bond Community Health Center for the provision of pharmaceutical services, and authorize the County Administrator to execute, and 3) Approve the Bond Community Health Center Pharmacy Agreement in the amount of \$88,750 for the provision of pharmaceutical services at its new location, and authorize the County Administrator to execute.

Commissioner Rackleff requested that staff describe high points of the new contracts. Candice Wilson, Health & Human Services Director, shared that the new agreement between Bond and FAMU Pharmacy will allow Bond to administer to patients under their guidance and at their new facility. She added that this would be a continuation of current services; no new programs are proposed. It was noted by Chairman Desloge that the program provides in excess of \$1 million in prescriptions to the community.

The motion carried 7-0.

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Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

November 17, 2009

Title:

Approval to Renew FY 09/10 Primary Healthcare Program Contracts for Bond CHC, Bond Women and Children Services and Consideration to Modify the FAMU Pharmacy Contract to Allow Bond CHC to provide its own Pharmaceutical Services

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
Candice M. Wilson Director, Health and Human Services

Issue Briefing:

This agenda item seeks Board approval to renew the FY 2009/10 Primary Healthcare Program Contracts with Bond Community Health Center (Bond CHC) (Attachment #1) and Bond Women and Children's Services (Attachment #2). In addition, this agenda item seeks Board consideration of a modified pharmacy services contract with FAMU Pharmacy, which continues pharmaceutical services at Neighborhood Health Service (NHS); however, scales down pharmaceutical services at Bond's old location and establishes a new contract with Bond CHC to provide its own pharmaceutical services at its new location.

Fiscal Impact:

Funding associated with these contracts is included the FY 09/10 adopted budget.

Staff Recommendation:

Board Direction.

Report and Discussion

Background:

The FY 09/10 Budget allocates \$1,486,937 for primary health care services provided by Bond, WeCare, Florida A&M University Pharmacy, NHS, and Healthy Kids. Included in this funding, was \$101,740 that had not been allocated. Staff requested funding allocation recommendations for the unallocated funding from the Healthcare Advisory Board (HAB) during its September 3, 2009 meeting. The HAB's recommendations were provided to the Board during its September 8, 2009 meeting. The Board approved the continuation of funding, as recommended by the HAB, with the exception of the unallocated portion (\$101,740), which was reallocated to NHS in the amount of \$61,740, and WeCare at \$40,000. Funding allocations for FY 09/10 are as follows:

Organization	Continued Funding	Additional Allocation	Total Funding
Bond Community Health Center	\$329,380	n/a	\$329,380
Bond – Women & Children's Health Program	\$248,260	n/a	\$248,260
Neighborhood Health Services*	\$355,000	\$61,740	\$416,740
FAMU Pharmacy	\$355,000	n/a	\$355,000
Healthy Kids/Kid Care*	\$7,514	n/a	\$7,514
WeCare*	\$90,043	\$40,000	\$130,043
Total	\$1,385,197	\$101,740	\$1,486,937

**The contract for Healthy Kids/Kid Care was approved by the Board on June 9, 2009. The Board approved contracts for Neighborhood Health Services and WeCare on October 13, 2009.*

Primary Healthcare Services

The provision of primary healthcare services for uninsured residents in Leon County will remain constant for Bond Community Health Center and Bond Women and Children's Services, as in previous years, based upon the Board's actions of September 8, 2009. In addition, the method of compensation rates will remain constant:

- Bond Community Health Center at a rate of up to \$125 per patient,
- Bond Women and Children's Services is reimbursed on a monthly basis at 1/12th of the total contract amount (minus Medicaid Match funding) or \$9,166.68/ month.

The primary healthcare provider's contracts, associated with their approved funding, will be for the term of 12 months, beginning on October 1, 2009 and ending September 30, 2010.

Current Unified Pharmacy Services Program

The current agreement between Leon County and FAMU Pharmacy requires coordinated and unified pharmaceutical services for indigent clients at Bond, NHS, and the two local hospitals. County funding is utilized to reimburse staff costs for a Pharmacy Manager, Pharmacy Technician, pharmacy data services, and software totaling \$355,000.

Title: Approval to Renew FY 09/10 Primary Healthcare Program Contracts for Bond CHC, Bond Women and Children Services and Consideration to Modify the FAMU Pharmacy Contract to Allow Bond CHC to Provide its own Pharmaceutical Services

November 17, 2009

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Request to Modify Current Pharmacy Services at Bond CHC

At the September 3, 2009 HAB meeting, Bond expressed a desire to change its contractual relationship with FAMU Pharmacy and requested that a portion of FAMU’s funding (\$177,500) be redirected to Bond to allow for the provision of pharmaceutical services at the Bond Community Health Center. HAB was not opposed to a contractual change between Bond and FAMU Pharmacy; however, it is necessary for the two entities to present a formalized proposal for the requested change in funding.

During the September 22, 2009 Board meeting, Commissioner Proctor announced that FAMU Pharmacy had agreed to Bond’s request to have a portion of FAMU’s funding redirected to Bond. This redirection of funding would allow Bond to independently establish pharmaceutical services at its new site. At that time, the Board directed staff to bring back a separate agenda item to discuss the proposed contractual changes.

On October 1, 2009, the HAB agendaed FAMU Pharmacy and Bond to present their individualized proposed contractual changes for independent pharmaceutical services. However, Dr. Henry Lewis informed the HAB that both parties had agreed on the terms of the changes. Therefore, the HAB deemed the presentations by both providers to be unnecessary.

Analysis:

Proposed Contractual Changes to FAMU Pharmacy Contract with Leon County

The impact of the proposed contractual changes will reduce the FY 09/10 contract amount for FAMU Pharmacy to \$266,250 (Attachment #3). The new proposed FAMU Pharmacy contract includes:

- Pharmaceutical Services funding provided for NHS will remain at a cost of \$177,500.
- FAMU Pharmacy to scale down its pharmaceutical services at the Richardson-Lewis Health Center by utilizing one-half (\$88,750) of the funding designated for Bond CHC.
- The contract term is for 12 months, beginning on October 1, 2009, and ending September 30, 2010.

The following outlines the proposed expenditures:

Current Pharmacy Services (NHS and Bond locations)	Proposed Reduced Pharmacy Services (1 year at NHS and 6 months at Bond)
2 x 1.0 FTE Pharmacy Manager (Salary + Fringe) \$182,880	2 x 1.0 FTE Pharmacy Manager (Salary + Fringe) \$182,880
2 x 1.0 FTE Pharmacy Technician (Salary + Fringe) \$86,036	2 x 1.0 FTE Pharmacy Technician (Salary + Fringe) \$70,980
Med Data Services \$5,400	Med Data Services \$5,400
Pharmacy Software \$4,560	Pharmacy Software \$4,560
1.5 FTE PAP Coordinator (Salary + Fringe) \$51,375	Equipment and Supplies \$2,430
Equipment and Supplies \$24,749	
Total: \$355,000	Total: \$266,250

Title: Approval to Renew FY 09/10 Primary Healthcare Program Contracts for Bond CHC, Bond Women and Children Services and Consideration to Modify the FAMU Pharmacy Contract to Allow Bond CHC to Provide its own Pharmaceutical Services

November 17, 2009

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Proposed Pharmaceutical Services at Bond

Bond Community Health Center is proposing to offer 340B pharmacy services at its new location. Most of the Nation's Federally Qualified Health Centers offer 340B pharmacy services either through a contract or an in-house pharmacy. Bond's plan of action is to utilize its Federal Capital Improvement Program stimulus funding to renovate and outfit, with supplies and equipment, 1,200 square feet of space in its facility for pharmaceutical services. Reportedly, Bond estimates that this build-out will take approximately three months plus two months for the recruitment of personnel to operate the pharmacy program and to purchase equipment and supplies. Bond also states that, in consultation with the State Board of Pharmacy, licensing and Drug Enforcement Administration certification will fall within the threshold of the proposed timeline.

FAMU Pharmacy has agreed to relinquish half of the \$177,500 in County funding allotted for its site at the Richardson-Lewis Health Center; this amount totals \$88,750. Bond has determined that if the contractual change and funding reallocation is approved, County funding (\$88,750) will be utilized in a similar fashion to the current pharmacy program ran by FAMU Pharmacy. The following outlines the proposed usage of the relinquished funding:

Proposed ½ Year Program Expense (Bond CHC new location)	Proposed Fully Funded Pharmacy Program Expense (Bond CHC new location)
1.0 FTE Pharmacy Manager (Salary + Fringe) \$60,000	1.0 FTE Pharmacy Manager (Salary + Fringe) \$120,000
1.0 FTE Pharmacy Technician (Salary + Fringe) \$21,000	2 x 1.0 FTE Pharmacy Technician (Salary + Fringe) \$42,000
.50 FTE PAP Coordinator (Salary + Fringe) \$7,750	.50 FTE PAP Coordinator (Salary + Fringe) \$15,500
Total: \$88,750	Total: \$177,500

The term of the contract is for six months, beginning on April 1, 2010, and ending on September 30, 2010 (Attachment #4). In the event that Bond is unwilling, or unable, to commence providing the pharmaceutical services set forth on or before March 29, 2010, the County reserves the right to terminate the agreement without further notice.

Both Bond CHC and FAMU Pharmacy have provided letters of acceptance to the contractual changes for pharmaceutical services (Attachments #5 and #6).

Options:

1. Approve the renewal of the Primary Healthcare Program Contracts with Bond Community Health Center and Bond Women and Children's Services, and authorize the County Administrator to execute.
2. Approve the FAMU Pharmacy Agreement at a reduced funding level of \$266,250, and the reallocation of \$88,750 of FAMU's funding to Bond Community Health Center for the provision of pharmaceutical services, and authorize the County Administrator to execute.
3. Approve the Bond Community Health Center Pharmacy Agreement in the amount of \$88,750 for the provision of pharmaceutical services at its new location, and authorize the County Administrator to execute.
4. Do not approve the renewal of the Primary Healthcare Program Contracts with Bond Community Health Center, and Bond Women and Children's Services.
5. Do not approve the FAMU Pharmacy Agreement at a reduced funding level of \$266,250 and the reallocation of \$88,750 of FAMU's funding to Bond for the provision of pharmaceutical services.
6. Do not approve the Bond CHC Pharmacy Agreement in the amount of \$88,750 for the provision of pharmaceutical services at its new location.
7. Board Direction.

Recommendation:

Board Direction.

Attachments:

1. Bond Community Health Center, Inc.
2. Bond Women and Children's Services
3. FAMU Pharmacy Modified Contract
4. Bond CHC New Pharmacy Contract
5. Bond Agreement Acceptance Letter
6. FAMU Pharmacy Agreement Acceptance Letter

PA/VSL/CMW/tad

**PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT**

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and Bond Community Health Center., 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 County.
- 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 County 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 County.
- 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 there under (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 County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the provider 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 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 County.
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 records are retained.
6. To provide a financial and compliance audit to the County 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 County

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. 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 provider will correct all noted deficiencies identified by the County 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 County, 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 County; 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 County 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 County 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 County. The County'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 County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to 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 County, 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 County 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 County 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 County 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 County 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 County any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the County. 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 County. In the event that the County first discovers an overpayment has been made, the County will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the County will charge interest of one (1) percent per month compounded on the outstanding balance after 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 County 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 County.
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 County 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 County in Attachment I, the County 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.

O. Final Invoice

To submit the final invoice for payment to the County 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 County 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 County.

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 County to be referred to the County 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 County. 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 County'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 County'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 of up to \$125.00 per patient visit not to exceed a total of \$329,380.00 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, 2009, and shall end on September 30, 2010.

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 County 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 County 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 County 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 County'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 County in a manner satisfactory to the County 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 County's operating budget.

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

- | | |
|--|--|
| <p>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:
<u>Bond Community Health Center</u>
<u>1720 S. Gadsden Street</u>
<u>Tallahassee, Florida 32301</u></p> <p>2. The name of the contact person and street address where financial and administrative records are maintained is:
<u>Bond Community Health Center</u>
<u>1720 S. Gadsden Street</u>
<u>Tallahassee, Florida 32301</u></p> | <p>3. The name, address, and telephone number of the contract manager for the County for this contract is:
<u>Human Services Analyst</u>
<u>Division of Health and Human Services</u>
<u>918 Railroad Avenue</u>
<u>Tallahassee, Florida 32310</u></p> <p>4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:
<u>Bond Community Health Center</u>
<u>1720 S. Gadsden Street</u>
<u>Tallahassee, Florida 32301 (850) 576-4073</u></p> |
|--|--|

5. Upon change of representatives (names, addresses, and 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, 2, 3, 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: _____

Signed by: _____

Name: _____

Title: _____

Date: _____

Federal EID# _____

LEON COUNTY, FLORIDA

BY: _____
Parwez Alam
County Administrator

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

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

Program Terms

- a. Primary Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. Primary care client. A person who has been determined to be eligible for primary care services and receives any client service funded by this contract.
- c. Service Unit. Primary care service visit (throughout the contract period) per eligible enrolled client.
- d. Adult, is any eligible client who is 18 years of age or older.
- e. Child, is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement

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

b. Authority.

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

c. Scope of Service.

The Provider must provide the services as specified in section B.5.a of this contract.

d. Major Program Goals.

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

3. Clients Served.

a. General Description.

A Primary Care Client includes any person who meets the federal poverty guidelines, needs medical care, and has no health insurance.

b. Client Eligibility.

- (1) Eligibility for services under this contract is limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care clients.
- (2) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.
- (3) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining Medicaid.
- (4) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the client participation agreement

(Exhibit A).

c. Client Determination.

The provider must determine eligibility for enrollment into the comprehensive primary care program. Eligibility, as defined in A.3.a, must be re-determined at least annually but no more frequently than every six months. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income situation changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List

Primary care provider must offer the following services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards of the American Academy of Pediatrics.
- (2) Preventive health services and continuing management of the health care needs of registered clients, including referral, when needed, for secondary or tertiary care;
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
- (5) The primary care project must establish referral patterns with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (6) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during

normal hours of operation.

- (7) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health provider must be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.

(8) Client registration

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit A. Each client must also receive a copy of the client rights statement (Exhibit F) and a listing of the services that can be obtained through the provider.

- (9) The Provider must deliver all of the primary care services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the provider must offer to registered clients, the provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

b. Task Limits

Primary care funds provided through the Health Care Access Act or the Indigent Health Care Act cannot be paid to a hospital for in-patient care.

Services are limited to eligible registered clients and are limited by the number of contract dollars available.

2. Staffing Requirements

a. Staffing Levels

The provider must maintain sufficient staff to deliver the agreed upon services.

b. Professional Qualification

All physicians, nurse practitioners, physicians assistants, nurses and other licensed health professionals that provide any service to primary care clients referenced above must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

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

c. Staffing Changes

The Contract Manager must be notified in writing of termination of employment of the Executive Director or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the Contract Manager in writing within 10 days of hiring.

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

d. Subcontractors

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

3. Service Location and Equipment

a. Service Delivery Location

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

Bond Community Health Center, Inc.
1720 S. Gadsden Street
Tallahassee, FL 32301

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

b. Service Times

1720 S. Gadsden Street
Monday – Thursday 8:00 a.m. to 8:00 p.m.
Friday 8:00 a.m. to 5:00 p.m.
Saturday 9:00 a.m. to 2:00 p.m.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the Human Services Analyst. Permanent changes (exceeding two weeks) require a contract amendment.

c. Changes in Location

The Human Services Analyst must be notified in writing of changes in the Provider's location at least one month prior to moving.

In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment

The provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Units

Service units are defined as primary care service visits, provided during the contract period. Services are limited by the financial terms of this contract as stated in the Financial & Compliance Audit Attachment, part II.A of the Standard Contract, and part C.1, Attachment I.

b. Reports

(1) Service Reporting

Provider must submit a monthly report (Exhibit B) of patient services provided noting the patient's name, a unique patient identifier, and the date of service. Provider must submit aggregate number of clients and services provided on the Monthly Progress Report, (Exhibit C) monthly. These reports must be submitted with the monthly invoices on or before the 15th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Invoice, (Exhibit D) to the Human Services Analyst on or before the 15th day of the following month.

(3) Client Satisfaction Surveys

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey, such as the example shown in exhibit E, quarterly. The completed forms, including a summary document, must be forwarded to the contract manager, within 45 days from the date the survey was done. Provider may elect to conduct more frequent client satisfaction surveys, in which case, copy must be provided to the contract manager as above.

(4) Quality Assurance Review

The Provider must maintain an ongoing, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced in Chapter 64F-10.009, Florida Administrative Code. The Provider must hold at least one QA Committee meeting during the term of this contract. Copies of the QA Committee minutes must be sent to the contract manager within 30 days of the date of the meeting. Provider may elect to conduct more frequent QA Committee meeting, in which case, copies of the minutes must be provided to the

contract manager as above.

c. Records and Documentation

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications

a. Standards Definitions

The Provider must provide 2000 adult primary care service visits and 50 child primary care service visits.

The Provider must achieve a satisfactory or better rating on 85 % of client satisfaction surveys.

b. Outcomes and Outputs

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

c. Monitoring and Evaluation Methodology

In addition to Section I.E of the Standard Contract:

- (1) The provider will be monitored a minimum of once per year. Monitoring will be accomplished through a review of the case files, quality assurance reviews and client satisfaction surveys, to verify that the information in reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.
- (2) Provider will receive a written report of the monitoring visit within 45 working days of the visit.
- (3) If a corrective action plan is indicated, the provider must submit to the department, in writing, plans to correct the deficiencies within 30 days of

receiving the department's written monitoring report. The Department may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) The provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the provider is unable, or is going to be unable to provide the required quality or quantity of services.
- (2) Department of Children and Families shelter and foster care children: Department of Children and Families shelter and foster care children must be assured access to care by the Provider. This includes the following minimum provisions:
 - (a) Conduct an initial health care assessment on an emergency basis at the request of the assigned Department of Children and Families (DCF) Caseworker or Public Health Nurse. This assessment is to be in the form of an EPSDT child screening billed to Medicaid. A separate medical record called a Medical Passport or Child's Resource Record has been established, by DCF, and will be utilized as noted in the following paragraph D (where applicable).
 - (b) Provide ongoing health care assessment, supervision and case management for as long as the child remains in shelter or foster care in Leon County.
 - (c) Provide referral to emergency medical care for assessment or treatment. This may take the form of on-call personnel, backup health care providers, emergency phone number or other solutions appropriate to the local situation.
 - (d) Assure that the medical diagnosis, immunizations, services provided, allergies, medications and current ongoing treatment concerning the child are documented in the Medical Passport or the Child's Resource Record. This record is to be kept with the child's

caregiver and updated at each health care visit. Copies of the Medical Passport will be provided to the child's foster/shelter parents, DCF caseworker or public health nurse, upon request.

b. Coordination with other Providers and Entities

The provider must coordinate services with other providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other providers to render services to the eligible client does not alleviate the contract provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities

a. Department Obligations

The Health and Human Services Department has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

b. Department Determinations

The Health and Human Services Department shall have the final authority as to the amount of funds available for this contract.

C. Method of Payment

1. This is a fixed price unit cost contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in Section II.A, of the Standard Contract, subject to the availability of funds. Payment shall be made on a rate of up to \$125 per primary care service visit divided between adult and child services and limited as specified in Section B.5.a, of Attachment I.
2. Payment shall be made in monthly amounts upon receipt by the contract manager of an invoice (Exhibit D) that states the number of eligible clients who were provided a primary care service visit during the month. Clients must be distinguished as either children or adults.
3. Invoices for payment must be submitted to the contract manager by the 15th of the month following the month for which payment is requested. No payment will be made for any month unless the department has received the required client and service information for that month as specified above.

4. Since services for Medicaid clients are reimbursed by Medicaid, the provider will not be paid for any service provided to a Medicaid eligible client. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.

D. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The provider must notify the Leon County Health Department each time a grievance is filed. All written complaints must be considered grievances.

2. The Patient Bill of Rights (Exhibit F) must be posted at all clinic sites.
3. Contract Renewal

This contract may be renewed annually for a term not to exceed three years or for the term of the original contract, whichever is longer. Renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewals shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

END OF TEXT

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

This attachment is applicable if the provider is any state or local government entity, nonprofit organization or for profit organization. An audit performed by Leon County shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by the attachment. The administration of funds awarded by Leon County to the provider may be subject to audits and monitoring by the department as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department H staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Leon County, FL.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted

within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: COUNTY FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly : Leon County, Health and Human Services Division, Primary Healthcare Program and to each of the following:

A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised and required by Part I of this attachment (in correspondence accompanying the audit report, indicated the date that the provider received the audit report) copies of the reporting package described in Section .320 (c) OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the department at each of the following addresses:

Division of Health and Human Services
Primary Healthcare Program
Contract Administration
918 Railroad Avenue
Tallahassee, Florida 32310

The contract manager for this contract is listed in the Standard Contracton

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

Leon County
Department of Finance
315 S. Calhoun St. Room #450
Tallahassee, FL 32302

4. Any reports, management letter, or other information required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the provider's fiscal year end (or as otherwise allowed by Florida Statues) for Local Government Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the provider's fiscal year end (or as otherwise allowed by Florida Statues) Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statues as applicable.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the contract and shall allow the County or its designee access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request. The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.

End of Text

EXHIBIT - 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 _____	CFDA# _____	Title _____	\$	NA
Federal Program 2 _____	CFDA# _____	Title _____	\$	NA
TOTAL FEDERAL AWARDS			\$	<u>NA</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) _____	CFDA# _____	Title _____	\$	NA
State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____	Title _____		\$	NA
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.			\$	<u>NA</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- OMB Circular A-122 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- OMB Circular A-21 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

END OF TEXT

INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF:

NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award).

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:

Federal Program 1:

NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).*

Federal Program 2:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.
#####

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching Resources for Federal Programs:

Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount)

State Financial Assistance Subject to Section 215.97, Florida Statutes:

Note: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total State financial assistance awarded that is subject to Section 215.97, Florida Statutes..

State Project (List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient/subrecipient.

#####

AUDIT RELATIONSHIP DETERMINATION:

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to determine whether the provider is a recipient or vendor/exempt entity.

NOTE: If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.

Exhibit 3

1. County Funds to the provider pursuant to this contract consist of the following:

Total County Funds	\$329,380
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CLIENT PARTICIPATION AGREEMENT Attachment # 1

Page 24 of 32

This is to certify that _____ (Name of Applicant) SSN _____ and the following member(s) of his or her family may receive primary care medical services from Bond Community Health Center for the period _____ through _____.

Eligible Family Members

- 1. _____ SSN _____
2. _____ SSN _____
3. _____ SSN _____
4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify Bond Community Health Center when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date



Patient Service List

Patient's Name	Identifier	Date of Service
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		

**Leon County
PRIMARY CARE MONTHLY REPORT**

Attachment # 1
Page 28 of 32

Provider Name _____

Reporting Month _____

Number of patients receiving services through the Leon County Health Department for this reporting period:

Adults _____ Children (0-17 yrs) _____ Total _____

Number of patients receiving services through the Leon County Primary Care Program for this reporting period:

Adults _____ Children (0-17 yrs) _____ Total Per Patient Visits _____

Types of Services Provided (indicate # of encounters)

	Adult	Child		Adult	Child		Adult	Child
Case Mgt.			Pharmacy			Dental		
Adult Clinical			Lab			Optometry		
Child Clinical			Chronic Disease Management			Community Outreach		
Immunizations			Episodic Care			Transportation?		
EPSDT			Tertiary Care			Social Services		
Acute Care			Specialty Care			Other (list below)		
Family Planning			Hospital Inpatient					
Maternity			Prevention/Welln					
STD			Radiology					

Selected Diagnoses and Services Rendered

Diagnostic Category	Applicable ICD-9-CM Code or CPT 4 Code	Numbers of Encounters by Diagnosis	Number of Users with Diagnosis
Tuberculosis	010.xx - 018.xx		
Venereal Diseases	090.xx - 099.xx		
Asthma	493.xx		
Chronic bronchitis and emphysema	490.xx - 492.xx 496.xx		
Abnormal Breast Findings - Female	174.xx; 198.81; 233.0x; 793.8		
Abnormal cervical Findings	180.xx; 198.82; 233.1 795.0x		
Diabetes mellitus	250.xx; 775.1x 790.2		
Heart Disease (Selected)	391.xx - 392.0x 410.xx - 429.xx		
Hypertension	401.xx - 405.xx		

Contact dermatitis & other eczema	692.xx		
Dehydration	276.5		
Exposure to heat or cold	991.xx – 992.xx		
Diagnostic Category	Applicable ICD-9-CM Or CPT/4Code	Numbers of Encounters by Diagnosis	Number of Users with Diagnosis
Otitis media and Eustachian tube disorders	381.xx – 382.xx		
Selected Perinatal conditions	770.xx; 771.xx; 773.xx; 774.xx – 779.xx (exclude 779.3)		
Lack of expected normal physiological development	260.xx – 269.xx 779.3x 783.3x – 783.4x		
Alcohol related disorders	291.xx; 303.xx; 305.0x; 357.5x		
Other substance related disorders	292.1x – 292.8x; 304.xx; 305.9x; 357.6x; 648.3x		
Other mental disorders, excluding drug or alcohol dependence; include mental retardation	290.xx 293.xx – 302.xx; (exclude 300.0x) 300.21; 300.22; <u>300.23; 300.29; 300.3</u> 306.xx – 319.xx (exclude 308.3; 309.81; 312.8x; 312.9x; 313.81; 314.xx)		
Mammogram	76090 – 76092 ICD -9: V76.1		
Pap Smear	88141 -88155 88164 – 88167 ICD-9: v72.3; v76.2		
Selected Immunizations	90633-90634 90645 – 90648 90657–90660; 90669, 90700 -90702; 90704–90716; 90718 90720 – 90723 90743-90744; 90748		
Contraceptive Management	ICD-9: V25.xx		
Health Supervision of Infant or Child 0-11	99392-99393 99381-99383 99341-99433 ICD-9: V20.xx; V29xx		

LEON COUNTY

Under the terms of the Leon County Primary Healthcare contract this is a request for payment for services rendered by Bond Community Health Center, Inc. during the period from _____ through _____.

_____ children seen @ per visit \$ _____

_____ adults seen @ per visit \$ _____

Amount billed \$ _____

Less third party payments \$ _____

Total Payment Request \$ _____

YEAR TO DATE SUMMARY

Contract Amount \$ _____

Less:

 Prior Payments \$ _____

 This Payment Request \$ _____

Contract Amount Remaining \$ _____

Provider Representative _____ Date _____

Approved for payment by:

Leon County Contract Manager _____ Date _____

Date Goods/Services Received _____ Initials _____

Date Goods Inspected/Approved _____ Initials _____

Approved for Payment _____ Date _____

Org Code: 64 37 37 71 229 (children) \$ _____

Org Code: 64 37 37 71 237 (adults) \$ _____

EO: PC Object Code: 251041 Category: 050331

CLIENT SATISFACTION SURVEY

Please help us improve our services by filling out this survey. Feel free to use the back of this page for additional comments.
Arrival time _____ Appointment time _____ Departure time _____

1. I came to this clinic for care because (check each one that applies):

- _____ My primary physician is here
- _____ I have no other doctor or health care provider
- _____ I was referred by another doctor, hospital, or clinic
- _____ It is convenient
- _____ It was easy to get an appointment
- _____ It is affordable
- _____ I needed the type of care that this doctor provides

2. I am here today for:

- _____ A physical or check-up (I am not sick)
- _____ Treatment of an illness or condition
- _____ Follow-up visit from an earlier illness or condition

3. How long did you have to wait before the doctor saw you?

- _____ Less the 10 minutes _____ 10 to 20 minutes
- _____ 20 to 30 minutes _____ More that 30 minutes

4. Was the staff pleasant to you on the telephone?

- _____ Yes _____ No

5. Is the cost of the clinic visit reasonable?

- _____ Yes _____ No

6. Did the care you received help you with your problem?

- _____ Yes _____ No If no, please let us know why:

7. How satisfied are you with the information you received from the clinic staff about your condition?

- _____ Very Satisfied _____ Satisfied
- _____ Not Satisfied _____ No opinion

8. Are the clinic hours convenient for you? ___ Yes ___ No

9. How satisfied are you with the information you received from the clinic staff about your condition?

- _____ Very Satisfied _____ Satisfied
- _____ Not Satisfied _____ No opinion

10. Overall, how satisfied are you with your visit today?

- _____ Very Satisfied _____ Satisfied
- _____ Not Satisfied _____ No opinion

11. Would you return to this clinic? ___ Yes ___ No

12. Would you recommend our services to your family or friends? ___ Yes ___ No

13. Who referred you to this clinic?

14. Please put any additional comment of the back of this survey. THANKS

Appointment # _____
Page 31 of 32

SUMMARY OF THE FLORIDA PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

Florida law require that your health care provider or health care facility recognize your rights while you are receiving medical care, and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his/her dignity, and with protection of his/her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his/her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he/she does not speak English.
- A patient has the right to know what rules and regulations apply to his/her conduct.
- A patient has the right to be given by his/her health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his/her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonable clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, physical handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his/her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his/her rights, as stated in Florida law, through the grievance procedure of the health plan, the health care provider or health care facility which served him/her and to the appropriate state licensing agency.
- A patient is responsible for providing to his/her health care provider, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his/her health.
- A patient is responsible for reporting unexpected changes in his/her condition to his/her health care provider.
- A patient is responsible for reporting to his/her health care provider whether he/she comprehends a contemplated course of action and what is expected of him/her.

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

This Agreement dated this ___ day of October, 2009, 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, Capital Regional Medical Center 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 health care 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 health care 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 (HIPAA) 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 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 Human Services Analyst.

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

2. The Contractor must submit attachments in the monthly invoice which 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. Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Contractor's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit A. Each client must also receive a copy of the client rights statement (Exhibit C) and a listing of the services that can be obtained through the provider.
4. The Contractor shall provide a Client Satisfaction Survey (Exhibit D) to randomly sample a minimum of 20 women's and children's care clients seen during each quarter of the contract period. Completed forms will be forwarded to the Human Services Analyst. A monthly progress report (Exhibit B) shall be submitted to the County, which shall include Exhibit A.
5. Annually, the County 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 HIPAA.
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 anyone 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: \$248,260 for a period of twelve (12) months. The contractual amounts which follow are based upon the following line items for a twelve months period.

Women and Children's Health Care Services:

OB/GYN Physician @ 12 Hrs/ Week @ \$100 per hour	\$62,400
Pediatrics Physician @ 8 Hrs/ week @ \$75 per Hour	\$31,200
On call Coverage @ 200 per call	\$ 5,168

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

Section 8: Term

The length of this contract shall be for a term of twelve (12) months beginning on October 1, 2009 and ending on September 30, 2010.

Section 9: Hold Harmless

The Contractor agrees to indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of the Contractor its delegates, agents or employees, as a result of the services provided under this agreement 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 this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within budget allocations for the current fiscal year.

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 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/her knowledge and belief neither Contractor nor his/her 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 and seals effective the date whereon the last party executives this Agreement

**CONTRACTOR
BOND COMMUNITY HEALTH CENTER, INC.**

BY: _____

Title: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
FOR LEON COUNTY, FLORIDA**

By: _____
Parwez Alam
County Administrator

Date: _____

**ATTESTED BY:
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

CLIENT PARTICIPATION AGREEMENT

Attachment # 2
Page 8 of 13

This is to certify that _____
(Name of Applicant)
SSN _____ and the following member(s) of his or her family may
receive primary care medical services from Bond Community Health Center for the period
_____ through _____.

Eligible Family Members

- 1. _____ SSN _____
- 2. _____ SSN _____
- 3. _____ SSN _____
- 4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify Bond Community Health Center when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

**Leon County
 Women and Children's Healthcare Monthly Report**

Provider Name _____

Reporting Month _____

Number of patients receiving services through the Leon County Health Department for this reporting period:

Adults _____ Children (0-17 yrs) _____ Total _____

Types of services provided (indicate # of encounters)

	Adult	Child		Adult	Child		Adult	Child
Case Mgt.			Pharmacy			Dental		
Adult Clinical			Lab			Optometry		
Child Clinical			Chronic Disease Management			Community Outreach		
Immunizations			Episodic Care			Transportation		
EPSDT			Tertiary Care			Social Services		
Acute Care			Specialty Care			Other (list below)		
Family Planning			Hospital Inpatient					
Maternity			Prevention/Welln					
STD			Radiology					

Selected Diagnoses and Services Rendered

Diagnostic Category	Applicable ICD-9-CM Code or CPT 4 Code	Numbers of Encounters by Diagnosis	Number of Users with Diagnosis
Tuberculosis	010.xx - 018.xx		
Venereal Diseases	090.xx - 099.xx		
Asthma	493.xx		
Chronic bronchitis and emphysema	490.xx - 492.xx 496.xx		
Abnormal Breast Findings - Female	174.xx; 198.81; 233.0x; 793.8		
Abnormal cervical Findings	180.xx; 198.82; 233.1 795.0x		
Diabetes mellitus	250.xx; 775.1x 790.2		
Heart Disease (Selected)	391.xx - 392.0x 410.xx - 429.xx		
Hypertension	401.xx - 405.xx		
Contact dermatitis & other eczema	692.xx		
Dehydration	276.5		
Exposure to heat or cold	991.xx - 992.xx		

Diagnostic Category	Applicable ICD-9-CM Or CPT 4Code	Numbers of Encounters by Diagnosis	Number of Users with Diagnosis
Otitis media and Eustachian tube disorders	381.xx – 382.xx		
Selected Perinatal conditions	770.xx; 771.xx; 773.xx; 774.xx – 779.xx (exclude 779.3)		
Lack of expected normal physiological development	260.xx – 269.xx 779.3x 783.3x – 783.4x		
Alcohol related disorders	291.xx; 303.xx; 305.0x; 357.5x		
Other substance related disorders	292.1x – 292.8x; 304.xx; 305.9x; 357.6x; 648.3x		
Other mental disorders, excluding drug or alcohol dependence; include mental retardation	290.xx 293.xx – 302.xx; (exclude 300.0x) 300.21; 300.22; <u>300.23; 300.29; 300.3</u> 306.xx – 319.xx (exclude 308.3; 309.81; 312.8x; 312.9x; 313.81; 314.xx		
Mammogram	76090 – 76092 ICD-9: V76.1		
Pap Smear	88141 -88155 88164 – 88167 ICD-9: v72.3; v76.2		
Selected Immunizations	90633-90634 90645 – 90648 90657-90660; 90669, 90700 -90702; 09704-90716; 90718 90720 – 90723 90743-90744; 90748		
Contraceptive Management	ICD-9: V25.xx		
Health Supervision of Infant or Child 0-11	99392-99393 99381-99383 99341-99433 ICD-9: V20.xx; V29xx		

SUMMARY OF THE FLORIDA PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

Florida law require that your health care provider or health care facility recognize your rights while you are receiving medical care, and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his/her dignity, and with protection of his/her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his/her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he/she does not speak English.
- A patient has the right to know what rules and regulations apply to his/her conduct.
- A patient has the right to be given by his/her health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his/her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonable clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, physical handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his/her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his/her rights, as stated in Florida law, through the grievance procedure of the health plan, the health care provider or health care facility which served him/her and to the appropriate state licensing agency.
- A patient is responsible for providing to his/her health care provider, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his/her health.
- A patient is responsible for reporting unexpected changes in his/her condition to his/her health care provider.
- A patient is responsible for reporting to his/her health care provider whether he/she comprehends a contemplated course of action and what is expected of him/her.

CLIENT SATISFACTION SURVEY

Please help us improve our services by filling out this survey. Feel free to use the back of this page for additional comments.

Arrival time _____ Appointment time _____ Departure time _____

1. I came to this clinic for care because (check each one that applies):

- _____ My primary physician is here
- _____ I have no other doctor or health care provider
- _____ I was referred by another doctor, hospital, or clinic
- _____ It is convenient
- _____ It was easy to get an appointment
- _____ It is affordable
- _____ I needed the type of care that this doctor provides

2. I am here today for:

- _____ A physical or check-up (I am not sick)
- _____ Treatment of an illness or condition
- _____ Follow-up visit from an earlier illness or condition

3. How long did you have to wait before the doctor saw you?

- _____ Less the 10 minutes _____ 10 to 20 minutes
- _____ 20 to 30 minutes _____ More that 30 minutes

4. Was the staff pleasant to you on the telephone?

- _____ Yes _____ No

5. Is the cost of the clinic visit reasonable?

- _____ Yes _____ No

6. Did the care you received help you with your problem?

- _____ Yes _____ No If no, please let us know why:

7. How satisfied are you with the information you received from the clinic staff about your condition?

- _____ Very Satisfied _____ Satisfied
- _____ Not Satisfied _____ No opinion

8. Are the clinic hours convenient for you? ___ Yes ___ No

9. How satisfied are you with the information you received from the clinic staff about your condition?

- _____ Very Satisfied _____ Satisfied
- _____ Not Satisfied _____ No opinion

10. Overall, how satisfied are you with your visit today?

- _____ Very Satisfied _____ Satisfied
- _____ Not Satisfied _____ No opinion

11. Would you return to this clinic? ___ Yes ___ No

12. Would you recommend our services to your family or friends? ___ Yes ___ No

13. Who referred you to this clinic?

14. Please put any additional comment of the back of this survey. THANKS

Attachment # 2
Page 12 of 13

LEON COUNTY

Under the terms of the Leon County Primary Healthcare contract this is a request for payment for services rendered by Bond Women and Children's Services. during the period from _____ through _____.

_____ children seen @ per visit \$ _____

_____ adults seen @ per visit \$ _____

Amount billed \$ _____

Less third party payments \$ _____

Total Payment Request \$ _____

YEAR TO DATE SUMMARY

Contract Amount \$ _____

Less: Prior Payments \$ _____

 This Payment Request \$ _____

Contract Amount Remaining \$ _____

Provider Representative _____ Date _____

Approved for payment by:

Leon County Contract Manager _____ Date _____



Date Goods/Services Received _____ Initials _____

Date Goods Inspected/Approved _____ Initials _____

Approved for Payment _____ Date _____

Org Code: 64 37 37 71 229 (children) \$ _____

Org Code: 64 37 37 71 237 (adults) \$ _____

EO: PC Object Code: 251041 Category: 050331

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

This Agreement dated this ___ day of October, 2009, 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 its patients, and;

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

WHEREAS, the Board has determined that a greater need for unified pharmaceutical care for the uninsured in our community exists above the current level of services offered at the individual sites 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 unified pharmaceutical care and operations for pharmaceutical services for the uninsured; and

WHEREAS, the College has agreed to work cooperatively with the Board to meet that additional community need for unified 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 872 W. Orange Avenue. The patients of the Richardson-Lewis 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 of the health center. Hours of operation will be Monday through Friday 8:00am – 1:00pm 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 438 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 8am – 1:00pm and 2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.

All pharmacy locations will be electronically linked with secure technology to access the pharmacy software program, a pharmacy database located on a central server, currently housed at 438 W. Brevard 872 West Orange Avenue. This existing equipment is used by the FAMU Health Department Pharmacy located at the 872 West Orange Avenue and the FAMU Pharmacy located at 438 W. Brevard Street. The network will be compliant with all HIPAA regulations.

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 Richardson-Lewis 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 generic formulary for distribution to health care providers of the uninsured.
- D. Coordinated Patient Assistance Programs (PAP) for uninsured residents of Leon County at Neighborhood Health Services and Richardson-Lewis health Center.
- E. Filling/dispensing prescription and OTC medications.
- F. Counseling services including Drug Utilization Review interventions and patient drug monitoring.
- G. Provide patient education seminars for specific disease state management to better control patient medical conditions.
- H. Track medications dispensed for Leon County patients.
- I. Generating reports requested by Leon County for facilitation and accountability of pharmaceutical services in the county.

- J. 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 Human Services Analyst.

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

2. The Contractor must submit required attachments as designated in 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 December, 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 County 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(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 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, after consultation with the College, result in any one or any combination of the following: (a) the College 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: \$266,250. 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
 \$35,490 (salary + fringe)

MedData Services \$2,700

Pharmacy Software \$2,280

438 W. Brevard Street Site

1.0 FTE RX Manager
 \$91,440 (salary + fringe)

1.0 FTE Pharmacy Technician
 \$35,490 (salary + fringe)

MedData Services \$2,700

Pharmacy Software \$2,280

Both Sites	Equipment and Supplies	\$2,430
------------	------------------------	---------

Total:		\$266,250
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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, 2009 and ending on September 30, 2010.

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 Statutes..

Section 10: Termination

1. Either party may terminate this contract with or without cause, by giving the other party sixty (60) days written notice of termination. The County shall not be required to give the Contractor such sixty (60) day written notice if, after meeting with the Contractor, 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.
3. In the event of termination for any reason, County shall compensate College for services provided up to the effective date of the termination.

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.

Section 18: Waiver

Waiver by either party of any breach is not to be deemed a waiver of subsequent breach of the same or any other covenant

Section 19: Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

Section 20: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the COLLEGE

Henry Lewis III, PharmD
Dean and Professor
Florida A&M University
College of Pharmacy and
Pharmaceutical Sciences
Tallahassee, Florida 32307

Notice to the COUNTY:

Candice M. Wilson
Director of Health & Human Services
918 Railroad Avenue
Tallahassee, FL 32310

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

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Cynthia Hughes-Harris, Ph.D.
Provost and Vice-President Academic Affairs

Date

Henry Lewis III, Pharm.D.
Dean, College of Pharmacy
And Pharmaceutical Sciences

Date

Jim Jacoby
Risk Manager
Approved as to form, but Legality

Date

subject to execution by all parties.

Office of General Counsel

BY: _____
Shira R. Thomas
Deputy General Counsel

Date

LEON COUNTY, FLORIDA

BY: _____
Parwez Alam
County Administrator

DATE: _____

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

MONTHLY INVOICE for _____, 20__

Attachment # 3
Page 10 of 11

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 _____, 20__.

Reimbursement Request:

Professional/Clerical Staff*:	
2.0 FTE Pharmacy Manager	\$ _____
2.0 FTE Pharmacy Technician	\$ _____
1.5 FTE PAP Coordinator	\$ _____
	\$ _____
Supplies	
MedData Services	\$ _____
Pharmacy 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	\$ <u>355,000.00</u>
Less Prior Reimbursements	
\$(_____)	
Less Billing this Period	
\$(_____)	
Contract Amount Remaining	
\$ _____	

College Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____

Reporting Quarter _____, 20____

Number of prescriptions filled _____

Number of PAP medications received _____

Retail Value of PAP _____

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

Leon County Pharmaceutical Care Contract with Bond Community Health Center, Inc.

This Agreement dated this ___ day of October, 2009, 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 Contractor and County share a common mission to provide the highest quality of pharmaceutical services and care to its patients, and;

WHEREAS, and County agree that it would be in their mutual interest to offer pharmaceutical services to the uninsured Leon County residents at the Bond-Community Health Center site; and

WHEREAS, the County has determined that a greater need for pharmaceutical care for the uninsured in our community exists above the current level of services offered it in the best interest of Leon County to dedicate funding for the expansion of pharmaceutical care and operations for pharmaceutical services for the uninsured; and

WHEREAS, the Contractor has agreed to work cooperatively with the Board to meet that additional community need for pharmaceutical services for the uninsured;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1: Plan of Operations

The pharmaceutical program at Bond Community Health Center, Inc., shall include:

1. Hours of operation shall be Monday through Friday 8:00am – 1:00pm and 2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.
2. Patients of the Contractor shall continue to receive the same level of pharmaceutical services that they were receiving under the delivery of FAMU Pharmacy. The Contractor will assume all administrative and operational duties of the pharmacy. Administrative services shall include staffing, formulary management, etc.

The Contractor will be electronically linked with secure technology to access the pharmacy software program, a pharmacy database located on a central server, currently housed at 1720 S. Gadsden Street. The network will be compliant with all HIPAA regulations.

The Contractor will manage the day-to-day operations of its pharmacy location and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. In its initial phase Bond will retain the services of RxStratagies, Inc to assist in start up and on-going management of their pharmacy services.

Section 2: Scope of Services

The purpose of the expansion of services shall be to provide pharmaceutical services to uninsured patients of Leon County. Services provided by the Contractor shall include:

- A. Coordinate pharmacy services for indigent patients at the Bond Community Health Center.
- B. Develop a generic formulary for distribution to health care providers of the uninsured.
- C. Coordinate Patient Assistance Programs (PAP) for uninsured residents of Leon County.
- D. Filling/dispensing prescription medications.
- E. Counseling services including Drug Utilization Review interventions and patient drug monitoring.
- F. Provide patient education seminars for specific disease state management to better control patient medical conditions.
- G. Track medications dispensed for Leon County patients.
- H. Generating reports requested by Leon County for facilitation and accountability of pharmaceutical services in the county.

All revenues generated by the pharmaceutical program through the provision of services listed above will be placed back into the program for the purchase of medications, equipment, supplies, or any other expenditure deemed necessary.

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 Human Services Analyst:

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

2. The Contractor must the submit required attachments as designated in 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 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 County 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(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 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, after

consultation with the Bond, result in any one or any combination of the following: (a) Bond 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 a valid invoice by the Contractor at a monthly rate equal to no more than one sixth (1/6) of the following total contractual amount: \$88,750. The contractual amount is based upon the following line items (for six months):

Pharmaceutical Care Services:

1720 South Gadsden Street

1.0 FTE RX Manager
\$60,000 (salary + fringe)

1.0 FTE Pharmacy Technician
\$21,000 (salary + fringe)

.50 FTE PAP Technician
\$7,750 (salary + fringe)

Total: **\$88,750**

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 six months beginning on April 1, 2010 and ending on September 30, 2010. In the event that the Contractor is unwilling or unable to commence providing the pharmaceutical services set forth herein on or before March 29, 2010, in the sole judgment of the County, then the County reserves the right to terminate this agreement without further notice.

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 Statutes..

Section 10: Termination

1. Either party may terminate this contract with or without cause, by giving the other party sixty (60) days written notice of termination. The County shall not be required to give the Contractor such sixty (60) day written notice if, after meeting with the Contractor, 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.
3. In the event of termination for any reason, County shall compensate Bond Pharmacy for services provided up to the effective date of the termination.

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 agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the 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.

Section 18: Waiver

Waiver by either party of any breach is not to be deemed a waiver of subsequent breach of the same or any other covenant

Section 19: Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

Section 20: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Bond

J.R. Richards
CEO
Bond Community Health Center, Inc
1720 S. Gadsden Street
Tallahassee, FL 32301

Notice to the COUNTY:

Candice M. Wilson
Director of Health & Human Services
918 Railroad Avenue
Tallahassee, FL 32310

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

Signed:

J. R. Richards
CEO

Date

WITNESS)

Date

WITNESS

Date

LEON COUNTY, FLORIDA

BY: _____
Parwez Alam
County Administrator

DATE: _____

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

MONTHLY INVOICE for _____, 20__

LEON COUNTY UNINSURED HEALTHCARE PROGRAM.

Under the terms of contract # _____, this is a request for payment for services rendered by Bond Community Health Center Inc. for the month of _____, 20__.

Reimbursement Request:

Personnel*:

1.0 FTE Pharmacy Manager	\$ _____
1.0 FTE Pharmacy Technician	\$ _____
.50 FTE PAP Technician	\$ _____

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	\$ <u>88,750.</u>
Less Prior Reimbursements	\$ (_____)
Less Billing this Period	\$ (_____)
Contract Amount Remaining	\$ _____

Bond Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____

Reporting Quarter _____, 20____

Number of prescriptions filled _____

Number of PAP medications received _____

Retail Value of PAP _____

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



October 14, 2009

Dear Mr. Stockwell:

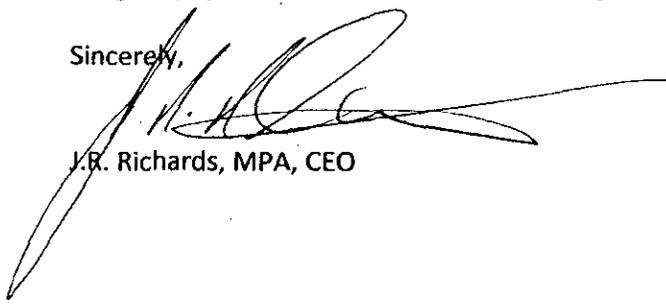
As discussed at the September HAB's monthly meeting, the Bond Community Health Center, Inc. (BCHC) has seen significant growth over the past years and has expanded all of its services including moving to a 30,000 square foot building to increase access to primary and preventive health services to the residents of Leon and surrounding counties. Since the beginning of 2009 Bond has also increased its new patient visits by nearly 100 per month. Augmenting the administrative staff also increases the expertise to successfully take Bond to yet another level. It is with this in mind that a request was made in September to the HAB to recommend to the LCBCC to reinstate directly to the BCHC those funds that are allocated by the county for pharmaceutical services to operate our own pharmacy program.

As also stated, most of the FQHC's in the Nation offer 340B pharmacy services either through a contract or an in-house pharmacy. The majority of larger FQHC does, with considerable prescription volume, often choose to manage its own in-house pharmacy. This measure allows for the center to continue striving in meeting its goal to be an autonomous, independent, compliant organization. This request gained support of the majority of the HAB members at the above mentioned meeting as many believed that we are capable of and should conduct our own pharmaceutical services. Again, due to the fact that the majority of larger FQHC's in the nation operate their own pharmacy program, Bond is encouraged to do the same. As you may be aware, BCHC, under the auspices and regulations of the Health Resources and Services Administration, has the privilege to purchase medications at 340B Drug Discount Pricing for distribution to our patients and extends that privilege to FAMU. Considering that the Health Resources and Services Administration holds Bond accountable for all services provided under its 340B program, it is in the best interest of the center to ascertain that it has full responsibility for operating a compliant pharmaceutical program. BCHC prefers to take on this responsibility instead of leaving it to another entity. Hence, BCHC is in agreement and accepts the changes to the FAMU and Bond contracts for BCHC to begin provision of pharmacy services. This recommendation was voted on and approved by HAB at its regularly scheduled monthly meeting in October 2009 and Bond is pleased with the change in the arrangement between the FAMU School of Pharmacy and the Bond Community Health Center, Inc.

The BCHC cannot conduct these services without funding for personnel to staff the pharmacy. The Bond Community Health Center, Inc. requests \$88,750 from the County which is half of the 2009-2010 budgeted year amount of \$177,500. It is expected that for Bond to continue successful operation of the pharmacy that the entire \$177,500 will be available in County budget year 2010-2011. As previously stated, it will take Bond approximately six months to implement the pharmacy program. Accordingly, and as discussed with Dean Lewis, it will take FAMU approximately six months to phase down/out their pharmacy program. Hence, the request is for partial funding in the first year and full funding the second year and beyond if budget permits. The Bond Community Health Center, Inc. is grateful for your continued support to this end and look forward to a mutually beneficial relationship with the HAB

Board, Leon County Board of County Commissioners and the community at large. As Bond continues to grow and expand services we become quite aware of the impact we have in mitigating the existing disparities by providing quality comprehensive services to the underserved, uninsured, underinsured, indigent population in Leon and surrounding counties.

Sincerely,

A handwritten signature in black ink, appearing to read 'J.R. Richards', written over a horizontal line.

J.R. Richards, MPA, CEO



Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307

COLLEGE OF PHARMACY AND
PHARMACEUTICAL SCIENCES

Attachment # 6
Page 1 of 1

TELEPHONE: (850) 599-3301
FAX: (850) 599-3347

October 19, 2009

Ms. Tongela Davis, MSW
Human Services Analyst
Division of Health and Human Services
918 Railroad Avenue
Tallahassee, FL 32310

Dear Ms. Davis:

The Florida A&M University College of Pharmacy and Pharmaceutical Sciences agrees to the recommendations made at the October 1, 2009 HAB meeting to receive \$266,250. We will continue to provide pharmacy services at 872 W. Orange Avenue and 438 W. Brevard Street under the Comprehensive Consolidated Pharmaceutical Services for Leon County under this arrangement. If additional information is needed, please let me know.

Sincerely,

Henry Lewis III, R.Ph., Pharm.D.
Dean and Professor

HLIII:vy

c: Dr. Michael D. Thompson
Dr. Angela M. Hill
Dr. Margareth Fortune

Chairman Desloge recommended that the County Administrator present the County's Annual Report at this time.

Presentation of the County's Annual Report

Parwez Alam, County Administrator, on behalf of County employees, thanked Chairman Desloge and the Commission for its support of employee issues. He acknowledged that the County was able to remain in good financial standing by prioritizing services and taking actions to limit costs to place the community in a position to weather the current economic conditions. He noted that during these difficult times, no County employee was laid off.

Mr. Alam highlighted accomplishments made throughout the year; such as, the successful merger of the City's Fire and County's EMS services, efforts to secure federal stimulus funds; expansion and construction of County libraries; continued efforts to secure the Public Safety Complex; establishment of a County Sustainability Office; overhaul of tourism efforts, and the establishment of a 2009/2010 balanced budget at a 7.6 reduction from FY 2008/2009. Mr. Alam pointed out that the Annual Report was a product of the County's Public Information Office and is available for viewing on the County's web site www.leoncountyfl.gov.

Commissioner Sauls moved, duly seconded by Commissioner Akinyemi, the Board's acceptance of the 2009 Annual Report. The motion carried 7-0.

Citizens to be Heard on Non-Agendaed Items

3-minute limit per speaker; there will not be any discussion by the Commission.

- Jay Reeve, 2634 Capital Circle NE, CEO of the Apalachee Center, acknowledged his appreciation for the County's partnership in funding of emergency psychiatric and detox beds. He, in response to some concerns expressed by Commissioners, offered Commissioners to call him or visit the facility at any time to discuss any concerns or to learn more about the facility and its services.

Commissioner Proctor indicated that the County would be scheduling a workshop to include Apalachee and other mental health providers in the community to take a comprehensive look at services being provided and how referrals are handled. He stated that the Board also was interested in receiving information on how the County's funds were being utilized. Mr. Vince Long, Deputy County Administrator, shared that the referenced workshop would be scheduled in February.

Mr. Reeve shared that Apalachee was very amenable to participating in the workshop with full data disclosure. He commented that Apalachee operates 28 crisis stabilization unit beds which are used for mental health emergencies and 12 detoxification beds for substance abuse related emergencies. He estimated that Leon County every year contributes 62% to those beds and his review of numbers for last year showed that utilization by Leon County residents exceeded the proportion of County funding by two to three percent in each category. Mr. Reeve commented that he was in the process of gathering other relevant information that will be shared with the Board.

Commissioner Rackleff asked about the planned increased capacity. Mr. Reeve shared that plans include the doubling of bed capacity for the private psychiatric hospital they operate from 24 to 46 private psychiatric beds.

- Washington Sanchez, 2229 Gates Dr., spoke on behalf of the Purple Heart Organization to express disappointment on the cancellation of the Veterans Days

Parade. He opined that it was inappropriate and understood that the other veteran organizations were upset that they were not provided input into that decision. He shared that monies were spent preparing for the parade, such as the purchase of flag lapel pins, etc. He recommended that the Veterans Day Parade be placed on the December 8, 2009 Agenda and that other organizations be given an opportunity to voice their concerns.

Commissioner Rackleff thanked Mr. Sanchez for his service and affirmed the County's commitment to veterans programs. He commented that a clear protocol was needed to ensure that decision like this are made based on established criteria. Commissioner Rackleff mentioned that efforts are being made to move the parade back to Monroe Street.

County Administrator Alam advised that a Parade Committee would be established that will involve veteran groups. He announced that it is the County's intent to make Veterans the main theme of this year's Christmas Parade.

The Board now entered into Discussion Items by Commissioners.

Discussion Items by Commissioners:

Commissioner Proctor

- Voiced his appreciation to Commissioner Desloge for his leadership and noted his extraordinary efforts during the past year.

Commissioner Thael

- Expressed gratification to Commissioner Desloge for leading the Board to a more civil and collegial approach in dealing with challenges; which enabled the Board to come up with the best and most consensus oriented solutions.
- Requested a Resolution recognizing the contributions of Roosevelt Wilson who has announced his retirement as the Publisher of Capital Outlook.

Commissioner Sauls

- Added her congratulations for a great year and voiced appreciation to be able to serve with fellow commissioners.
- Wished everyone a happy Thanksgiving and holidays.

Commissioner Akinyemi

- Commended Commissioner Desloge on his leadership and encouraged him to continue pursuing his goals.

Commissioner Dailey

- Thanked Commissioner Desloge on the excellent manner in which he led the Board.
- Wished Commissioner Desloge a happy 50th Birthday.

Commissioner Rackleff

- Expressed appreciation to Commissioner Desloge for his hard work and stated that the Board has made a lot of accomplishments under his leadership.
- Wished a happy and healthy Thanksgiving to all.

Commissioner Desloge

- Commented that it had been an honor to serve and that the hard work that has been done has placed the County in a great position (as compared to other counties).

Chairman Desloge adjourned the Board at 3:55 p.m. and announced that it would reconvene at 4:00 for the Reorganization Ceremony.

Chairman Desloge reconvened the Board at 4:00 p.m. and announced the Board Reorganization Ceremony

Board Reorganization

The invocation was provided by Father Michael Foley, Pastor, Good Shepherd Catholic Church

Chairman Desloge recognized Clerk of Circuit Court Bob Inzer for the Reorganization of the Board ceremony. The gavel was passed to the Clerk to preside over the Reorganization Ceremony.

Remarks and Presentation

The Honorable Bob Inzer, Clerk of Court, presided over the Reorganization of the Board of County Commissioners of Leon County, Florida. He provided introductory remarks and introduced distinguished guests attending the Ceremony and current Commissioners.

▪ Remarks by Outgoing Chairman Bryan Desloge

Chairman Desloge expressed appreciation for the honor of serving as the Board's Chairman and thanked the Commission for its patience, confidence and trust. He expressed pride in the manner in which the Board has conducted its business and the sharing of ideas. He referenced three areas that he wanted to address when he became Chairman and provided an update on these issues:

1) Improve General Perception of County:

- Budget over the past three years has been reduced in excess of \$1 million a month, but continues to deliver the same level of service with less money;
- Number of take home vehicles reduced;
- Leon County is one of the most efficient counties in the state, based on per capital comparable counties;
- Elimination of Business License Tax, and
- \$20 million reduced budget and elimination of 33 positions.
-

2) Stepped Up Economic Development Effort:

- Collaborated with four county governments, higher education, and school board in a joint proposal to better position the region to receive stimulus funds;
- \$200 million in capital projects in the last 12 months, and
- Appointment of new Tourist Development Council Director with a new direction and vision.

3) Better Intergovernmental Coordination:

- Merging of Fire/EMS Departments, Joint Dispatch, and pending merger of Growth Management;
- Coordination of stimulus efforts;
- Formalized the use of school facilities during off hours for recreational purposes;
- Charter Review underway, and
- Better steward of taxpayer monies.

▪ Presentation to Outgoing Chairman Desloge

Vice Chairman Rackleff, on behalf of the Board, presented Chairman Desloge with a plaque recognizing his service as Chair for the past year.

Clerk Inzer called for nominations for Chairman of the Board of County Commissioners for the upcoming year.

- *Commissioner Thaeff nominated Commissioner Rackleff as Chairman of the County Commission. The nomination was seconded by Commissioner Dailey. The motion to nominate Commissioner Rackleff as Chairman of the Board of County Commissioners carried unanimously 7-0.*

Clerk Inzer called for nominations for Vice-Chairman of the Board of County Commissioner for the upcoming year.

- *Commissioner Desloge nominated Commissioner Dailey as Vice Chairman of the County Commission. The nomination was seconded by Commissioner Thaeff. The motion to nominate Commissioner Dailey as Vice-Chairman of the Board of County Commission carried unanimously 7-0.*

Clerk Inzer administered the Oath of Office to newly elected Chairman Rackleff and he was presented with the gavel.

Incoming Chairman's Remarks

Chairman Rackleff thanked his colleagues for their confidence. He congratulated Commissioner Dailey on his appointment as Vice-Chairman and thanked Commissioner Desloge for his leadership and guidance. He also expressed thanks to his wife Ester.

Chairman Rackleff stated that meetings will be conducted in a collegial manner and intends for all voices to be heard in an atmosphere of civility and inclusion. He also mentioned that he would like for the Board to discuss at their upcoming Retreat policies to help keep meetings on track and timely.

Chairman Rackleff voiced several areas of concern, such as: Florida declining population (for the second year in a row), the State's fiscal crisis and legislative mandates to local governments. He offered that the County will need to tighten its belt and search for better ways to provide essential services. He also mentioned oversight of the Educational Facilities Authority and expressed concern over its financial situation.

Chairman Rackleff conveyed that economic development efforts should be concentrated on growing and expanding local businesses and that the development of a comprehensive energy strategy was essential. He noted primary health care, human rights, implementation of Southern Strategy, cleaning up of Wakulla Springs, and the expansion of joint programs with the City of Tallahassee as challenges that will continue to face the County. He concluded by acknowledging that these challenges can only be met by the combined efforts of the Board.

At this time, Chairman Rackleff introduced Mary Jane Ryals, Big Bend Poet Laureate, and her students from Sail High School who shared a reading of poetry.

The closing prayer and benediction was provided by Rabbi Jack Romberg, Temple Israel.

Chairman Rackleff announced that a small reception would be held in the 5th floor reception area and invited all to attend. He stated that the Board would reconvene at 6:00 p.m. to continue the regularly scheduled meeting.

A motion to recess the meeting was made by Commissioner Dailey and duly seconded by Commissioner Desloge. The motion carried 7-0.

Chairman Rackleff called the meeting back to order at 6:00 p.m. He announced that the Board has concluded its Regular Business Agenda.

Chairman Rackleff acknowledged Mr. Chris Miller, Orchestra Director of Chiles High School, who introduced the all-star string players who provided music for the Board's reception.

Citizens to be Heard on Non-Agendaed Items:

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

Speakers:

- Charles LeCroy, 229 Lake Ella Drive, stated that there were a lot of disappointed people in and around Leon County by the County's decision to cancel the Veterans Day Parade. He remarked that a committee of veterans was being organized to work with the County's Veterans Affairs.
- Joe West, Vietnam Veterans of America, addressed the manner in which the Veterans Day parade was handled. As a member of many veteran organizations he was very disappointed with the decision to cancel the only event held in the State Capital that honors living veterans and that no veteran organization was consulted prior to the decision to cancel. He advised that a non-profit organization is being formed that will take responsibility for planning and executing the 2010 Parade and to work with the County on veteran activities.

Chairman Rackleff expressed a desire to continue the Parade and to work with the veteran community in any way possible and appropriate. He indicated that the Board has heard "loud and clear" the concerns about the manner in which the parade was cancelled and reiterated the need for a well thought out protocol with specific criteria about when and where to make these type decisions.

Mr. LeCroy advised that there were more issues concerning veterans to be addressed.

Commissioner Thae'll moved, duly seconded by Commissioner Dailey, to place this issue on the Board's December 8, 2009 Agenda. The motion carried 7-0.

Additional Commissioner Discussion Items:

- Commissioner Thae'll voiced concern about geo-mat ground cover that had washed into Lake Munson and asked that staff be directed to work with the contractor to assist in the removal of the matting. This action was approved by the Board.
- *Commissioner Desloge moved, duly seconded by Commissioner, to request staff bring back an agenda item to look at ways to "hook" the NE library to the adjoining shopping center. The motion carried 7-0.*

Receipt and File:

- None

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ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 6:20 p.m.



LEON COUNTY, FLORIDA

ATTEST:

BY: John Stott, Deputy Clerk
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: Bob Rackleff
Bob Rackleff, Chairman
Board of County Commissioners