County Case Management Contract with Capital Medical Society Foundation

This Agreement dated this ____ day of October, 2009, by and between LEON COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Capital Medical Society Foundation, hereinafter referred to as the "Contractor".

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Clients To Be Served

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

1. Eligibility for services under this contract shall be limited to those residents of Leon County under the age of 65 with net incomes less than 100% of the most current federal poverty levels established by the U.S. Office of Management and Budget, who seek primary medical care, have no health insurance, and are not currently covered under any other state or federal assistance program. Residents with net incomes between 100 and 200% federal poverty level shall arrange to pay for all or a portion of the specialty care services they receive while simultaneously receiving short term case management by Contractor.

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

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

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

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

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

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

1. The Contractor shall provide specialty healthcare services to qualifying Leon County adult recipients. The contractual amount is based upon the following line items:

Specialty Medical Services:	
Case Manager 1	$29,292
Case Manager 2	$23,292
Case Manager 3	$21,804
Operating Expenses (recurring)	$9,232
Patient Assistance	$6,423
Total:	**$90.043**
Dental Services:	
Dental Case Manager	$31,500
Operating Expenses (recurring)	$5,500
Patient Assistance	$3,000
Total	**$40,000**
Combined Total:	**$130,043**

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:

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

2. The Contractor must submit the required attachments (i.e. a comprehensive list of all clients registered during the month) as designated in the monthly invoice. For the purposes of this contract "New" Patients means those receiving first-time medical and/or dental services. "Existing" Patients means those receiving medical and/or dental continued care beyond the first encounter and reported beyond the new patient status. These attachments shall at a minimum contain the following information:

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

3. The Contractor will provide a Client Satisfaction Survey to randomly sample a minimum of 20 medical and dental clients seen during each quarter of the contract period. Completed forms will be forwarded to the county contract manager.

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

Section 4: Audits, Records, and Records Retention

The Contractor agrees:

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

2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the County subject to 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 any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one twelfth (1/12) of the following total contractual amount: $130,043. The contractual amount is based upon the following line items (for twelve months):

Specialty Medical Services:	
Case Manager 1	$29,292
Case Manager 2	$23,292
Case Manager 3	$21,804
Operating Expenses (recurring)	$9,232
Patient Assistance	$6,423
Total:	**$90,043**
Dental Services:	
Dental Case Manager	$31,500
Operating Expenses (recurring)	$5,500
Patient Assistance	$3,000
Total	**$40,000**
Combined Total:	**$130,043**

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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 (Exhibit A). The monthly invoice is to be completed and submitted by the Contractor to the County.

Section 7: Term

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: Indemnity

The Contractor shall 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 the services being preformed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

Section 9: Termination

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

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

Section 10: Revisions

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

Section 11: Construction

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

Section 12: Budget

The performance of Leon County of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

Section 13: Status

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

Section 14: Assignments

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

Section 15: Public Entity Crimes Statement

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

Section 16: Contractors Responsibility

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

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

Signed:

_____
CAPITAL MEDICAL SOCIETY FOUNDATION
Karen Wendland
Executive Director

DATE: _____

WITNESS: _____

WITNESS: _____

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 ATTORNEYS OFFICE

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

EXHIBIT A

MONTHLY INVOICE for _____ 20__ LEON COUNTY UNINSURED HEALTHCARE PROGRAM

Under the terms of this contract, this is a request for payment for services rendered by Capital Medical Society Foundation for the month of _____ 20__.

Attachment # 1
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A. Reimbursement for Specialty Medical Care:

STAFFING:	
Case Manager One	$2,441.00
Case Manager Two	$1,941.00
Case Manager Three	$1,817.00
TOTAL	$6,199.00
Operating Expenses	$769.33
Patient Assistance Fund	$535.25
TOTAL:	**$7,503.58**

B. Reimbursement for Dental Care:

Case Manager	$2,625.00
Operating Expenses	$458.34
Patient Assistance Fund	$250.00
TOTAL:	**$3,333.34**
TOTAL AMOUNT DUE:	**$10,836.92**

Payable To:

CMS Foundation
1204 Miccosukee Road
Tallahassee, FL 32308

VALUE OF DONATED SERVICES FOR THE REPORTED MONTH - **reported to date**

Physicians	$
Hospitals	$
Laboratories	$
TOTAL (for Medical)	$0.00
Dentists	$
TOTAL (for Dental)	$
TOTAL	**$**

MEDICAL VALUE FOR THE REPORTING YEAR (TO DATE)

$

DENTAL VALUE FOR THE REPORTING YEAR (TO DATE)

$

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Medical Activities During this Period

__ Total New Patients Referred
__ New Patients Referred by CareNet Partners
__ CareNet Patients determined eligible for the We Care Network during the reporting period
__ Additional Patients received short term case management
__ Referrals to volunteer physicians for CareNet Patients (total including existing and new for the month)
__ Visits to volunteer physicians for CareNet Patients (recorded to date)

Dental Activities During this Period

__ Total New Patients Referred
__ New Patients Referred by CareNet Partners
__ CareNet Patients determined eligible for the We Care Dental Network during the reporting period
__ Additional Patients received short term case management
__ Referrals to volunteer dentists for CareNet Patients (total including existing and new for the month)
__ Visits to volunteer dentists for CareNet Patients (recorded to date)

Provider Representative: _____ Date _____
Approved for payment by: _Contract Manager_____ Date _____

Attachment Request:
In order to process this invoice, the Contractor must attach the following information for the current monthly reporting period:

1) A current listing of all clients (specifying new and existing CareNet patients) registered by the Contractor and the number of overall patient encounters for the reporting period. The client list shall include, at a minimum, each client's unique client identification number and (for CareNet Patients) their respective start date in the program (sample submission is Attachment 1 to this agreement).

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1204 Miccosukee Road
Tallahassee, FL 32308
Phone (850) 942-5215
(850) 942-7963
Fax (850) 201-0085

1. If I could not see a specialist through the *We Care Network*, I would have:		1 - Done nothing 2 - Treated yourself 3 - Waited for some other opportunity 4 - Somehow arranged another service 5 - Gone to the emergency room
2. The last time you were sick enough to need medical attention, what did you do?		1 - Did nothing or treated yourself 2 - Came to this clinic 3 - Went to some other doctor or clinic 4 - Went to an emergency room
3. I am going to read a list of seven statements. Please tell me if each is true about the last time you were sick enough to need medical attention?		1 - I got better after a short time. 2 - I got better, but only after a longer time. 3 - I still suffer from the same medical problem. 4 - I ended up in an emergency room. 5 - I ended up being admitted into the hospital. 6 - My medical concerns caused difficulty with my work or family. 7 - I waited longer to seek care at that time than I did this time.
4. How long did you have to wait to be screened for services?	Less than a week	Less than one week
	More than a week	More than one week
5. Do you have a telephone?	Yes/No	(please select "Yes" or "No")
6. How would you rate your case manager's attitude toward you?	Yes/No	Helpful
	Yes/No	Pleasant
	Yes/No	Concerned
	Yes/No	Rude
	Yes/No	Rushed
7. Did the care you receive help with your problem?	Yes/No	If not, please let us know why:
8. Overall, were you satisfied with the services you received?	Yes/No	(please select "Yes" or "No")
9. Do you have any suggestions for how we can improve our services?	Yes/No	If yes, please tell us: