

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, 2010, 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:

Human Services Analyst
Leon County Health and Human Services
918 Railroad Avenue
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. Each client must also receive a copy of the client rights statement and a listing of the services that can be obtained through the provider.
4. The Contractor shall provide a Client Satisfaction Survey to randomly sample a minimum of 20 women's and children's care clients seen during each quarter of the contract period. Completed forms will be forwarded to the Human Services Analyst. A monthly progress report shall be submitted to the County.
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. 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, 2010 and ending on September 30, 2011.

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: _____

LEON COUNTY, FLORIDA

By: _____
Parwez Alam
County Administrator
Date: _____

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