

AGREEMENT

THIS AGREEMENT is made and entered into on the 28th day of October, 2014, by and between Leon County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and Tallahassee Memorial Healthcare, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "TMH").

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

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

WHEREAS, Senate Bill 2000, the General Appropriations Act of the State of Florida for Fiscal Year 2011-2012, establishes primary care services as an eligible category for participation in the Low Income Pool (LIP) Enhanced Primary Care Grant (hereinafter referred to as the "LIP Grant"), as administered for the State of Florida, Agency for Health Care Administration ("AHCA"); and

WHEREAS, TMH has instituted and operated the Enhanced Access to Primary Care Project (hereinafter referred to as the "Project"), funded by the LIP Grant for primary care services for the Medicaid, uninsured, and underinsured residents of the County; and

WHEREAS, TMH will partner with Neighborhood Medical Center, Inc. (hereinafter referred to as "NMC") and Bond Community Health Center, Inc. (hereinafter referred to as "Bond") to provide primary care support services in the community, in the furtherance of the Project; and

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

1. **TERM:**

The term of this Agreement shall commence on July 1, 2014, and terminate on June 30, 2015.

2. **COUNTY OBLIGATIONS:**

The County authorizes \$328,300 (reallocation of \$200,000 for the TMH Regional Trauma Center and, \$128,300 designated for primary health care) of health care funding as matching funds for the LIP Grant, which requires local government matching funds. The match would provide a total of \$1,500,000 to TMH for the provision of health care services for the Medicaid, uninsured, and underinsured residents of the County. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

3. **TMH OBLIGATIONS:**

- A. TMH through the Project will provide primary care services as outlined in the LIP Grant to the Medicaid, uninsured, and underinsured residents of the county, funds in this agreement shall be used for no other purpose.
- B. Subject to final disbursement from AHCA, TMH will pay an estimated \$509,126 which will be evenly distributed between NMC and Bond, the sole use for which shall be to fund the provision of primary care services to the Medicaid, uninsured, and underinsured residents of the county as authorized by the LIP Grant and which shall be used for no other purpose.
- C. TMH will ensure that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
- D. TMH will ensure that funding provided to NMC and Bond is utilized in compliance with all provisions of the LIP Grant.
- E. TMH is required to comply with all provisions of the LIP Grant.
- F. TMH will provide a copy of its final grant report to the County.

4. **CONTINGENCY:**

This Agreement and the obligations set forth herein are contingent upon all required local, state and federal approval of this Agreement and the Florida Title XIX Inpatient Hospital

Reimbursement Plan, Version XX and fulfillment of the State's obligations under the General Appropriations Act of 2011-12. This Agreement is also contingent upon the receipt, in full, by TMH of all funds to be delivered to TMH hereunder.

5. **INDEMNIFICATION:**

TMH shall indemnify, hold harmless, and defend the County, its officials, officers, agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, reckless, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by TMH, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the County on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the County or any of its officials, officers, agents or employees by any employee of TMH, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for TMH or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The County may, at its sole option, defend itself or require TMH to provide the defense. TMH acknowledges that the sum of ten dollars (\$10.00) of the amount paid to TMH constitutes sufficient consideration for the indemnification of the County, its officials, officers, agents and employees. The provisions of this Section shall survive the expiration or termination of this Agreement.

5. **MISCELLANEOUS:**

A. **ASSIGNMENT:** The parties shall not assign any portion of this Agreement without first

obtaining the written consent of the non-assigning party. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, shall not convey any rights to the assignee.

- B. ENTIRE AND COMPLETE AGREEMENT: This Agreement constitutes the entire and complete Agreement of the parties with respect to the obligations required hereunder. This Agreement, unless provided hereunto the contrary, may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.
- C. APPLICABLE LAW: The law of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement.
- D. VENUE: Venue for all actions at law or in equity shall lie in Leon County, Florida.
- E. SEVERABILITY: In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determination, implement and give effect to the intentions of the parties, as reflected herein, and the other provisions of this Agreement shall, as amended, modified, supplemented, or otherwise affected by such actions, remain in full force and effect.

IN WITNESS WHEREOF the parties have duly executed this Agreement on this 28th day of October, 2014.

LEON COUNTY, FLORIDA

BY: _____
VINCENT S. LONG
COUNTY ADMINISTRATOR

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

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

(CORPORATE SEAL)