

AGREEMENT

Between

BROWARD COUNTY

and

NORTH BROWARD HOSPITAL DISTRICT

for

CONTRACTED PRIMARY CARE SERVICES

Contract Number 10-HCS-8266-01

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**NORTH BROWARD HOSPITAL DISTRICT**

**for**

**CONTRACTED PRIMARY CARE SERVICES**

**Contract Number 10-HCS-8266-01**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, (hereinafter referred to as "COUNTY"),

**And**

NORTH BROWARD HOSPITAL DISTRICT, a special tax district created by Special Act 1951, Chapter 27438, its successors and assigns (hereinafter referred to as "DISTRICT"), by and through its President/Chief Executive Officer as authorized by its Board of Commissioners.

WHEREAS, the Legislature of the State of Florida provides for primary care services under Florida Statute Chapter 154; and

WHEREAS, the Legislature of the State of Florida has mandated that primary care services shall be provided throughout the State of Florida via a system of coordinated county health department services, and shall be supported by available federal, state and local funds; and

WHEREAS, the Legislature of the State of Florida has directed the Department of Health, to the extent that funds are appropriated, to develop a plan to implement a primary care program in cooperation with each county; and

WHEREAS, the Legislature of the State of Florida has mandated the Department of Health to enter into contracts with the Broward County Board of County Commissioners ("Board") for the purpose of expanding primary care coverage as additional resources are appropriated, and has mandated the Department of Health to establish priorities for funding based on need and willingness of counties to participate; and

WHEREAS, the Legislature of the State of Florida permits the Broward County Board of County Commissioners to organize primary care programs through county health departments and by contracting with individuals or group practitioners for all or part of the primary care services; and

WHEREAS, DISTRICT participates in the provision of a variety of primary care services at outpatient and ambulatory sites in Broward County and at school health centers in Broward County; and

WHEREAS, DISTRICT has provided primary care services under a service agreement with Broward County since October 1, 1993; and

WHEREAS, this Agreement will enable COUNTY to provide primary care services not otherwise funded by any other public or private funding source; and

WHEREAS, DISTRICT and COUNTY, in partnership with the Broward County Health Department, are desirous of continuing a collaborative arrangement whereby DISTRICT directly provides Contracted Services to the citizens of Broward County by linking the primary, secondary, and tertiary health care services; and

WHEREAS, the linkage of these services shall continue to serve the citizens of Broward County; and

WHEREAS, funding given to DISTRICT has been found and declared to be a County and public purpose by the Broward County Board of County Commissioners; and

WHEREAS, the Broward County Board of County Commissioners desires to contract with DISTRICT for the Contracted Services; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and DISTRICT agree as follows:

## ARTICLE I

### DEFINITIONS

As used in this Agreement, the following words and phrases shall mean:

- 1.1 "Agreement" shall mean this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 "Board" shall mean The Broward County Board of County Commissioners.
- 1.3 "Contract Administrator" shall mean the COUNTY chief administrative officer of a department or his/her designee specifically named, the Director of the Broward County Human Services Department or his/her designee.
- 1.4 "Contracted Services" shall mean those Primary Care Services that are of a type of outpatient care generally provided in a clinic or office setting to which patients come and depart daily, but specifically excluding those health care services provided in any other agreement or arrangement between COUNTY and any third party or COUNTY and DISTRICT. Contracted Services shall be provided for acute illnesses, minor injuries, and chronic disease maintenance and management that is not of a secondary or tertiary nature. Contracted Services shall include
  - acute ambulatory sick care,
  - periodic health evaluations,
  - preventive care services
  - nutritional assessment and counseling
  - pharmaceuticals from the provider's approved formulary or patient assistance program for medications,
  - laboratory,
  - radiology,
  - health education for patients,
  - gynecological services,
  - dental services
  - testing for sexually transmitted diseases, and
  - referrals to specialty care

Section 3.8 of this Agreement describes the Contracted Services which can be adjusted at the sole option of the DISTRICT and the Contracted Services which can be adjusted in consultation with COUNTY.

- 1.5 "County Attorney" shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

- 1.6 "County Facility" shall mean the Primary Health Care Center located at 2011 N.W. Third Avenue, Pompano Beach, Florida.
- 1.7 "Eligible Clients" shall mean those adults and children who 1) are residents of Broward County and reside within the geographical boundaries of the DISTRICT, and 2) are on Medicaid, are Medicaid eligible or have a gross family income below 100% of the most current non-farm poverty guidelines published by the Federal Office of Management and Budget. DISTRICT, in its discretion, may elect to exceed the federal poverty levels by using a higher percentage rate as the qualifying criterion.
- 1.8 "Fiscal year" or "FY" shall mean COUNTY's fiscal year which begins October 1 of each year and ends September 30 of the following year.
- 1.9 "Performance Improvement Plan/Strategic Plan" shall mean the guide by which a program self evaluates in a process of continuous improvement. It provides the format of communication toward improvement and establishes minimum standards to be achieved.
- 1.10 "Prevailing Community Standards" shall mean the provision of Contracted Services that meet established quality standards to patients in the community.
- 1.11 "Primary Care Services" shall mean acute ambulatory sick care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary care services include, but are not limited to: first contact acute ambulatory sick care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; home health; and dental services.

## ARTICLE 2

### TERM AND RENEWAL OF AGREEMENT

Services shall be provided under this Agreement from October 1, 2009, through September 30, 2010. Since the term of this Agreement extends beyond a single COUNTY fiscal year, it shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes. This Agreement may be renewed for up to one (1) additional one-year period (referred to as an "Option Period"). The Option Period may be entered into upon the mutual agreement of the parties and

must be done in writing at least thirty (30) calendar days prior to the expiration of the then current term of this Agreement. The renewal letter may be signed by the County Administrator. The Initial Term and Option Period shall be collectively referred to as "Agreement Term."

Additionally, this Agreement may be terminated in accordance with the provisions contained in Article 8, Termination of Agreement.

### ARTICLE 3

#### SCOPE OF CONTRACTED SERVICES

- 3.1 DISTRICT shall provide Contracted Services to Eligible Clients at a reasonable level or no cost to Eligible Clients, and to other Clients at rates determined to be affordable by District, within budget limitations.
- 3.2 DISTRICT agrees to adopt initiatives to manage Contracted Services which focus on incorporating quality of care and cost efficiency issues.
- 3.3 DISTRICT agrees to include signage with lettering in at least the size that identifies the location as a primary care clinic stating "In partnership with Broward County Board of County Commissioners" and including the Broward County logo next to its name. All costs related to new signage shall be the responsibility of the County.
- 3.4 DISTRICT agrees to provide a listing of primary care services within its primary care system. Furthermore, DISTRICT agrees to notify COUNTY in writing prior to increasing, expanding, eliminating, or reducing any primary care services mandated under this Agreement.
- 3.5 At the DISTRICT'S sole option, DISTRICT agrees to provide disease case management to approximately 1,887 chronically ill, indigent, uninsured residents and at DISTRICT'S sole discretion, may adjust the number of residents treated upon no less than thirty (30) days written notice to COUNTY.
- 3.6 At the sole option of the DISTRICT, DISTRICT agrees to provide prenatal services in the northern area of the County.
- 3.7 At the sole option of the DISTRICT, DISTRICT agrees to provide general dentistry services including but not limited to dental screenings, general oral hygiene, uncomplicated single and multiple extractions, and panoramic x-rays.
- 3.8 Notwithstanding the provisions set forth in Section 10.11 of this Agreement and pursuant to Section 1.4 of this Agreement, the parties agree that the DISTRICT may, in its sole discretion, adjust service levels for the following Contracted Services: preventive care services; nutritional assessment and counseling; health

education for patients, testing for sexually transmitted diseases, dental services; and referrals to specialty care. In the event DISTRICT adjusts service levels for these Contracted Services, DISTRICT will provide COUNTY with no less than thirty (30) days prior written notice of the implementation of service level adjustments. DISTRICT may propose to COUNTY an adjustment to the service levels for the following Contracted Services: acute ambulatory sick care; periodic health evaluations; laboratory; radiology; pharmaceuticals from the provider's approved formulary or patient assistance program for medications; and gynecological services. COUNTY reserves the right to review proposals to adjust service levels for these Contracted Services for a period not to exceed thirty (30) days. COUNTY shall approve of the adjustment at the end of the review and such approval shall not be unreasonably withheld.

## ARTICLE 4

### COMPENSATION

- 4.1 In consideration of DISTRICT providing the Contracted Services and otherwise complying with the terms and condition of this Agreement, COUNTY agrees to pay to DISTRICT the annual sum of Eight Million Seven Hundred Thirteen Thousand Two Hundred Forty-seven Dollars (\$8,713,247). Compensation for each fiscal year beginning October 1 shall be paid to DISTRICT in equal monthly installments in advance on the first day of each month commencing October 1, 2009.
- 4.3 DISTRICT shall bill and pursue collection of third party, Medicaid, and client payments (where applicable) for Contracted Services rendered under this Agreement. DISTRICT shall keep accurate and complete records of any fees collected, reimbursement or compensation of any kind received from any client, Medicaid, or other third party for Contracted Services. Any and all funds collected by DISTRICT from patients, Medicaid, third party payors, grant funds, tax funds, and/or funds collected from any other sources for Contracted Services provided pursuant to this Agreement may be retained by DISTRICT.
- 4.4 The funding, unless otherwise mutually agreed in writing, indicated in this Article 4 constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the time described in this Agreement, and COUNTY shall have no further monetary obligation to DISTRICT for the provision of Contracted Services described in this Agreement. Funding under this Agreement is subject to the Board's annual appropriation. In the event DISTRICT decides to provide additional / optional services different than and in addition to those set forth in Article 3, "SCOPE OF CONTRACTED SERVICES" and in this Agreement, COUNTY shall not be responsible for paying any additional funding relating to those additional services, unless done in accordance with the section 10.11, "Amendments."

4.5 The parties agree that all compensation and funding under this Agreement is intended to supplement and be in addition to any other funding received by DISTRICT from any other source including but not limited to the State of Florida, COUNTY, third party payors, grants, and any other entity.

4.6 Payment shall be made to DISTRICT at:

Frank Nask, CEO  
Hospital District

For Payments -  
Attn: VP, Financial Operations

303 S.E. 17th Street  
Fort Lauderdale, Florida 33316  
Federal ID Number: 59-6012065

At same address

4.7 It is DISTRICT's responsibility to advise COUNTY's Contract Administrator, in writing, of changes in DISTRICT's address.

#### ARTICLE 5

#### COUNTY FACILITY

The terms and conditions concerning DISTRICT'S use of County Facility shall be set forth in separate revocable license agreement(s).

#### ARTICLE 6

#### STANDARDS OF CARE

6.1 During the Term of this Agreement DISTRICT shall remain in compliance with applicable accrediting standards of the Joint Commission, or another national accrediting body, for the provision and documentation of ambulatory services. In the event of a change in the accreditation status of any DISTRICT facility providing services pursuant to this Agreement, DISTRICT shall furnish COUNTY notice within ten (10) days from the date DISTRICT received notice of such change. Nothing herein shall be construed to require DISTRICT to provide COUNTY with copies of any survey documents or reports as referenced in this section

6.2 DISTRICT agrees to use reasonable best efforts to meet the performance outcome measures as provided in Exhibit F.

#### ARTICLE 7

#### MONITORING, REQUIRED RECORDS AND REPORTS

7.1 MONITORING:

- 7.1.1 DISTRICT staff shall assign appropriate staff as necessary to attend meetings with COUNTY staff to assess quality of service, service delivery systems; coordination of Contracted Services, consumer satisfaction, records maintenance and funding maximization, and to discuss any resulting recommendations.
- 7.1.2 DISTRICT shall provide full access at administrative and service delivery sites to COUNTY, during all announced and unannounced visits, for the purposes of examination of records and data covered by this Agreement as well as observation of service delivery and Eligible Client/DISTRICT staff interaction, subject to Section 7.3 below. COUNTY's visits shall be within reason and shall not unreasonably interfere with DISTRICT's day-to-day operations. The visits shall be conducted at the location and hours of each site at which DISTRICT provides Contracted Services at the time of the agreement is set forth in Exhibit H
- 7.1.3 DISTRICT shall make all records pertaining to Eligible Clients subject at all times to inspection, review and/or audit by COUNTY subject to applicable State of Florida and federal law.
- 7.1.4 DISTRICT agrees that "records pertaining to Eligible Clients" as referenced in the foregoing section shall include where applicable but not be limited to: client files; case and/or progress notes; individual treatment plans; individual case management plans; shelter logs; telephone logs; service delivery records including treatment schedules; purchase records; accounting records; professional credentials; consumer satisfaction surveys; internal evaluation procedures; agency and project records of goals and objectives and attainment/accomplishment.

## 7.2 REPORTS:

- 7.2.1 DISTRICT shall provide to COUNTY quarterly demographic, performance outcomes and indicators, and financial reports documenting the costs of the Contracted Services as contained in the formats attached hereto as Exhibits D, E , and F and made a part hereof. DISTRICT shall provide to COUNTY said financial, performance outcomes and indicators, and demographic reports forty-five (45) days after the end of each quarter. If applicable, DISTRICT's quarterly reports shall include an itemization of the locations and hours of each site at which DISTRICT provides Contracted Services, in the form of Exhibit H. The locations and hours of each site at which DISTRICT provides Contracted Services at the time this Agreement is executed as set forth in Exhibit H.
- 7.2.2 DISTRICT agrees to provide COUNTY with reports within the accompanying

time requirements as noted on Exhibit -G, Required Reports and Submission Dates. If such reports or any other reports provided for in this Agreement even though not specifically stated on Exhibit G are not submitted as required or should they contain inaccurate information, COUNTY shall provide DISTRICT with notice of the required submission and/or correction to respond and shall allow DISTRICT thirty (30) days from receipt of such notice.

7.2.3 DISTRICT agrees to maintain and keep records relating to all Contracted Services rendered in the form and manner as required by applicable laws. DISTRICT shall also prepare reasonable reports, claims and correspondence as agreed upon by both parties in writing to document Contracted Services. All medical records and related materials shall belong to DISTRICT as shall all case records, case histories, medical records, and other files concerning patients who have received Contracted Services from DISTRICT.

7.2.4 Any and all reports and documents provided or created by DISTRICT for COUNTY in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any such reports and other data and documents prepared by DISTRICT, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by DISTRICT to COUNTY's Contract Administrator within forty-five (45) days of termination of this Agreement by either party. Nothing herein shall be construed to establish any property rights in COUNTY for any medical records, healthcare operation records, including, without limitation, Quality Improvement/Utilization Review, case management, or medical review committee records or "records pertaining to Eligible Clients," as defined in paragraph 7.1.4. DISTRICT shall retain ownership and control of all records pertaining to Eligible Clients including without limitation, medical records of Eligible Clients, and healthcare operation records including without limitation, Quality Improvement/Utilization Review, case management, or medical review committee records. If such reports and documents are not submitted as required, COUNTY shall provide DISTRICT with notice of the breach and shall allow DISTRICT thirty (30) days from receipt of such notice to cure the breach. In the event that DISTRICT fails to cure the breach upon the expiration of the thirty (30) days, DISTRICT agrees that COUNTY may withhold payment on any amounts due and owing from COUNTY to DISTRICT under this Agreement until the reports and documents are submitted.

### 7.3 OTHER REQUIREMENTS:

7.3.1 DISTRICT and COUNTY shall maintain the confidentiality of client services and records in full accord with any federal or State of Florida laws or

regulations mandating such confidentiality.

## ARTICLE 8

### TERMINATION OF AGREEMENT

- 8.1 This Agreement may be terminated by either DISTRICT or COUNTY at any time for convenience upon ninety (90) days prior written notice to the other party. This Agreement may be terminated for cause by action of the Board or by DISTRICT if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated by COUNTY Contract Administrator upon such notice as COUNTY Contract Administrator deems appropriate under the circumstances in the event COUNTY Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by COUNTY Contract Administrator which COUNTY Contract Administrator deems necessary to protect the public health, safety, or welfare may be by verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 Broward County Board of County Commissioners shall be the final authority as to the availability of funds and how available funds will be allocated among its various providers. In the event funds to finance the services set forth in Article 3 become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice to the other party. In the event this Agreement is not terminated, DISTRICT reserves the right to reduce services to correspond proportionately with funding reductions.
- 8.5 In the event this Agreement is terminated for convenience, DISTRICT shall be paid for any services performed to the effective date of termination of this Agreement.
- 8.6 Upon termination of this Agreement by either party, DISTRICT shall refund to COUNTY within thirty (30) days of the effective date of termination of this Agreement, pro rata, any monies paid in advance hereunder for the month in which the termination is effective.
- 8.7 In the event of termination, DISTRICT shall render such aid, coordination, and

cooperation to COUNTY that might be required for an expeditious and efficient termination of services.

## ARTICLE 9

### INSURANCE

As DISTRICT is a Special Taxing District, State Agency or political subdivision as defined by Section 768.28, Florida Statutes, DISTRICT shall furnish COUNTY's Contract Administrator with three (3) copies of its written verification of liability protection in accordance with Section 768.28, Florida Statutes, prior to final execution of this Agreement.

## ARTICLE 10

### MISCELLANEOUS

#### 10.1 FINANCIAL STATEMENTS

10.1.1 DISTRICT shall provide to COUNTY three (3) copies of DISTRICT's audited financial statements pursuant to Exhibit G, consisting of Balance Sheets, Statement of Operations, Statement of Changes in Fund Balances, Statement of Cash Flows, any management letter(s) thereby generated, and DISTRICT's response to any management letter(s). The audit of the financial statements shall be performed by an independent certified public accounting firm in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller General of the United States.

Said annual financial statements shall account for all monies received from COUNTY via explicit disclosures in the financial statements and/or accompanying notes to the financial statements.

10.1.2 DISTRICT shall provide to COUNTY Contract Administrator three (3) copies of a special report pursuant to Exhibit G by an independent certified public accountant, or by the entity's internal auditor on the following elements. The special report shall show all revenues, by source and all expenditures as set forth in Article 3 "SCOPE OF CONTRACTED SERVICES" for each specific program/project for which grant funds were provided. The report shall specifically disclose any funds received which were not expended in accordance with the Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY.

If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be a review and contain a report on the reports required by this Agreement from the financial records of DISTRICT in accordance with the normal internal audit procedures of DISTRICT. The special report is to be filed with DISTRICT's Board.

- 10.1.3 DISTRICT shall submit three (3) copies of the financial statements described in this section, one (1) copy of the accompanying management letter, if any, and three (3) copies of the special report described herein to COUNTY Contract Administrator within two hundred seventy (270) days after the close of each of DISTRICT's fiscal year, pursuant to Section 11.45(4)(a), Florida Statutes, as amended from time to time, after the close of DISTRICT'S fiscal year in which DISTRICT accounts for funds under this Agreement or with any other agreements that DISTRICT has with COUNTY.

The due date for the financial disclosure information described in this section and the special report described herein may be extended upon the occurrence of COUNTY granting DISTRICT an extension of the time in writing

- 10.1.4 In the event that the financial statements, management letters or special report are not submitted timely and no extension of time was granted by COUNTY in writing, COUNTY shall provide DISTRICT with notice of the breach and shall allow DISTRICT thirty (30) days from receipt of such notice to cure the breach. In the event that the DISTRICT fails to cure the breach upon the expiration of the thirty (30) days, DISTRICT agrees that COUNTY may withhold payment on any amounts due and owing from COUNTY to DISTRICT under this Agreement until the financial statements and management letters are received and accepted by COUNTY. Suspension of payment shall not excuse DISTRICT from continued delivery of service, although COUNTY will pay no invoices until financial statements and management letters are received and accepted by COUNTY, unless otherwise agreed to in writing by the COUNTY Contract Administrator. COUNTY shall allow DISTRICT thirty (30) days to submit the documents required by this section prior to the suspension of payment.

- 10.1.5 DISTRICT acknowledges that submission of audited financial statements with funding application or to any other COUNTY Office or Division does not constitute compliance with requirements to submit that material to the COUNTY Contract Administrator.

- 10.1.6 DISTRICT shall provide to COUNTY Contract Administrator three (3) copies of the management response developed in response to management letter(s) within forty-five (45) days of the date prepared.
- 10.1.7 DISTRICT shall provide to COUNTY Contract Administrator three (3) copies of any Federal or State compliance audits required by law within forty-five (45) days of receipt and a copy of the response within forty-five (45) days of the date prepared.
- 10.1.8 DISTRICT agrees to comply with the requirements of OMB Circular A-133 entitled, "Audits of States, Local Government and Nonprofit Organizations" for funding levels of Three Hundred Thousand Dollars (\$300,000) or more, if applicable. In addition, in the event DISTRICT expends a total amount of State Financial Assistance equal to, or in excess of Three Hundred Thousand Dollars (\$300,000) in any fiscal year of such DISTRICT, DISTRICT shall have a state single audit or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor, Rules of the Comptroller, and Chapter 10.600, rules of the Auditor General. In determining the State Financial Assistance expended in its fiscal year, the DISTRICT shall consider all sources of State Financial Assistance, including State Financial Assistance received from the County, except that State Financial Assistance received for federal financial assistance and state matching requirements shall be excluded from consideration.
- 10.1.9 In the event DISTRICT meets the requirements for compliance with the Florida Single Audit Act, the DISTRICT shall also prepare the state financial reporting package containing the following: 1) Schedule of State Financial Assistance, 2) Auditor's Report, 3) management letter, 4) DISTRICT's written response or corrective action plan, 5) correspondence on follow-up of previous year's corrective action taken, and 6) such other information as may be determined by the Auditor General to be necessary and consistent with Florida Statutes, Section 215.97.

The Schedule of State Financial Assistance shall state whether the State Financial Assistance shown on the schedule is presented fairly in all material respects in relation to the non-state entity's financial statements taken as a whole.

DISTRICT, as a condition to receiving State Financial Assistance, shall allow the state awarding agency, the comptroller, and the Auditor

General access to the independent auditor's working papers as necessary for complying with the requirements of Florida Statutes, Section 215.97.

- 10.1.10 Copies of the State Financial Assistance reporting package required by Florida Statutes, Section 215.97, shall be submitted to the COUNTY Contract Administrator, to the state awarding agency and to the State of Florida Auditor General, Room 574, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32302-1450.

## 10.2 AUDIT RIGHT AND RETENTION OF RECORDS

- 10.2.1 COUNTY shall have the right to audit the books, records, financial records including before and after payment, and accounts DISTRICT that are related to the Scope of Contracted Services under this Agreement. DISTRICT shall keep such books, records, financial records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Contract Services under this Agreement. DISTRICT agrees, as a condition to receiving State Financial Assistance, as defined in the Florida Single Audit Act, to allow the state awarding agency, the comptroller, and the Auditor General access to its records as required by Florida Statutes 215.97, Florida Single Audit Act.
- 10.2.2 DISTRICT shall preserve and make available all financial records, including before and after payment, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period which shall include the term of this Agreement and for a period of three (3) years after termination of this Agreement; or, if any audit has been initiated and audit findings have not been resolved at the end of those three (3) years, the records shall be retained until resolution of the audit findings. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to DISTRICT's records, DISTRICT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DISTRICT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. In connection with any services provided

pursuant to this Agreement, DISTRICT agrees to comply with the requirements of the Florida Public Records Act to the full extent that such Act is applicable to DISTRICT.

- 10.2.3 **Ownership of Documents:** Any and all reports, excluding confidential patient records, photographs, surveys, and other data and documents provided or created by COUNTY or DISTRICT in connection with this Agreement are and shall be the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by DISTRICT, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by DISTRICT to the COUNTY Contract Administrator within forty-five days of termination of this Agreement by either party. Nothing herein shall be construed to establish any property rights in COUNTY for any medical records, healthcare operation records, including, without limitation, Quality Improvement/Utilization Review, case management, or medical review committee records or "records pertaining to Eligible Clients," as defined in paragraph 7.1.4. DISTRICT shall retain ownership and control of all records pertaining to Eligible Clients including without limitation, medical records of Eligible Clients, and healthcare operation records including without limitation, Quality Improvement/Utilization Review, case management, or medical review committee records. Any compensation due to DISTRICT shall be withheld until all documents are received as provided herein.

### 10.3 INDEPENDENT CONTRACTOR AND SUBCONTRACTING

It is expressly agreed by the parties hereto that the parties are at all times hereunder acting and performing as independent contractors. No act of commission or omission of any party hereto shall be construed to make or render the other party its partner, principal, agent, joint venture, associate or employee.

Neither party has the express or implied authority to act or represent the other party except in those instances in which the other party has given its written consent.

Services provided by DISTRICT's subcontractors shall be subject to supervision by DISTRICT. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of DISTRICT or subcontractors.

The delivery of services through subcontractors shall not relieve DISTRICT of full responsibility for all requirements, provisions, and terms of this Agreement. COUNTY has contracted with DISTRICT and COUNTY shall have no funding,

reimbursement, or other responsibility toward any subcontractor.

DISTRICT shall require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines and standards.

DISTRICT's use of independent subcontractors to fulfill DISTRICT's obligation for services shall not be deemed to be an assignment nor a violation of Section 10.12.

10.4 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

COUNTY acknowledges that DISTRICT's programs and policies regarding non-discrimination, equal employment opportunity, and the American with Disabilities Act comply with the requirements of all state, federal and local laws, regulations, and ordinances. DISTRICT represents that its programs and policies shall remain in compliance the requirements of all state, federal and local laws, regulations, and ordinances throughout the term of this Agreement. DISTRICT shall provide to COUNTY three (3) copies of its programs and policies regarding non-discrimination, equal employment opportunity, and the American with Disabilities Act prior to the execution of this Agreement.

10.5 GOVERNMENTAL IMMUNITY

DISTRICT is a special taxing district, state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

COUNTY is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

10.6 DESIGNATED REPRESENTATIVES AND EMPOWERMENT

DISTRICT's representative responsible for the administration of the program under this Agreement is DISTRICT's Vice President of Community Health Services responsible for Contracted Services. DISTRICT's empowered signature for this

Agreement shall be DISTRICT's Chief Executive Officer as referenced in Exhibit B, Certification of Empowerment.

COUNTY's representative responsible for the administration of the program shall be the COUNTY Contract Administrator.

#### 10.7 DRUG FREE WORKPLACE CERTIFICATION

It is a requirement of COUNTY that it enter into contracts only with providers that certify the establishment of a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by DISTRICT shall serve as DISTRICT's required certification that it either has or that it will establish a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

#### 10.8 RENEGOTIATION

The parties agree to renegotiate this Agreement if changes are required as a result of revisions of any applicable law or regulations occur.

In the event the funding under this Agreement changes or the funding provided by any other entity changes, the parties may agree to modify the Scope of Contracted Services provided under this Agreement in accordance with Section 10.11, "Amendments".

#### 10.9 PUBLIC ENTITIES CRIMES ACT

DISTRICT represents that the execution of this Agreement shall not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an agreement to provide any goods or services to COUNTY, may not submit a bid on an agreement with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under an agreement with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

#### 10.10 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by DISTRICT and the Board or County Administrator on behalf of COUNTY.

#### 10.11 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement and executed by COUNTY and DISTRICT.

#### 10.12 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

DISTRICT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Contracted Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

DISTRICT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of DISTRICT's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

#### 10.13 CONFLICTS OF INTERESTS

Neither DISTRICT nor its employees performing services pursuant to this Agreement shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with DISTRICT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

DISTRICT agrees that none of its officers or employees charged with performing services pursuant to this Agreement shall, with respect to the subject matter of this agreement during the term of this Agreement, serve as an expert witness against

COUNTY in any legal or administrative proceeding arising from the performance of services under this Agreement, unless compelled by court process, nor shall such persons with respect to the subject matter of this agreement, give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal administrative proceeding, unless compelled by court process. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding, nor shall such persons be precluded from offering opinion testimony, expert or otherwise, which may be adverse to the interests of COUNTY in any proceeding brought by DISTRICT to enforce the terms or conditions set forth in this Agreement.

#### 10.14 MATERIALITY AND WAIVER OF BREACH

COUNTY and DISTRICT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. COUNTY's and DISTRICT'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.15 COMPLIANCE WITH LAWS

DISTRICT and COUNTY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 10.16 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or DISTRICT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.17 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**10.18 INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B, C, D, E, F, G, and H, are incorporated into and made a part of this Agreement.

**10.19 MULTIPLE ORIGINALS**

This Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**10.20 NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR COUNTY:**

Audrey Cohen, Administrator  
Broward County Community Partnerships Division  
Health Care Services Section  
115 S. Andrews Avenue,  
Room A – 300  
Fort Lauderdale, FL 33301

**FOR DISTRICT:**

Frank Nask, CEO  
North Broward Hospital District  
303 S.E. 17th Street  
Fort Lauderdale, Florida 33316

**10.21 THIRD PARTY BENEFICIARIES**

Neither DISTRICT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third

person or entity under this Agreement.

#### 10.22 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

#### 10.23 HEADINGS, GENDER AND NUMBER

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires.

#### 10.24 HIPAA COMPLIANCE

The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by federal Health Insurance Portability and Accountability Act of 1996 or "HIPAA") exists between DISTRICT and COUNTY with regard to this Agreement. However, in the event the law and/or regulations are revised or construed by competent applicable authority to require a business associate or trading partner agreement between the parties, the parties will enter into an agreement to fulfill the requirements of HIPAA. It is expressly understood by the parties that where COUNTY is funding services, COUNTY personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude COUNTY from disclosing protected health information to report unlawful conduct in accordance with 45 CFR 164.502(j).

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Contracted Services on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through the Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2009 and DISTRICT, signing by and through its Chief Executive Officer duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

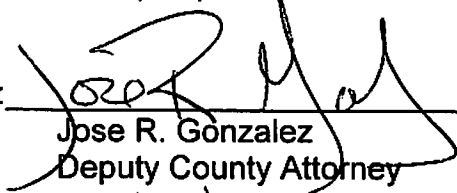
By: \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_ 2009

Approved as to Insurance  
Requirements

Approved as to form by:  
Office of County Attorney  
Broward County, Florida  
Jeffrey J. Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Facsimile: (954) 357-7641

By:   
\_\_\_\_\_  
Risk Management Division

By:   
\_\_\_\_\_  
Jose R. Gonzalez  
Deputy County Attorney

Dated: 11/19/09

AGREEMENT BETWEEN BROWARD COUNTY AND HOSPITAL DISTRICT FOR CONTRACTED PRIMARY CARE SERVICES, CONTRACT NUMBER 10-HCS-8266-01.

DISTRICT

WITNESSES:

NORTH BROWARD HOSPITAL DISTRICT, a Special Taxing District

Jasmin Shirley  
Signature of Witness  
Jasmin Shirley  
Print or Type Name of Witness

Frank P. Nask  
Frank Nask, Chief Executive Officer

17 day of November, 2009

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or Type Name of Witness

Approved as to legal form.

Date: 11/13/09  
M. Michael Suddeth  
General Counsel  
Hospital District

EXHIBIT A

AUTHORIZED INVOICE SIGNATORS

The Board of Directors NORTH BROWARD HOSPITAL DISTRICT  
(Agency)

meeting on September 23, 2009, by motion and vote, duly recorded in the minutes thereof, did authorize Deborah Breen, Vice President, Financial Operations  
(Name & Title Typewritten)

and Jami Mahon, Assistant Controller to sign  
(Name & Title Typewritten)

monthly invoices and certification statements as required by the 2010 contract between Broward County and NORTH BROWARD HOSPITAL DISTRICT  
(Name of Agency)

Appearing below are samples of signatures authorized by the Board of Directors of NORTH BROWARD HOSPITAL DISTRICT as required by COUNTY.

Deborah Breen  
(Signature)

Jami Mahon  
(Signature)

Witnesses Signatures:

Signature  Pamela J. Brown   
Name  Pamela J. Brown   
(Print or Type)  
Date  11/17/09

Signature  Dianne Whitehead   
Name  DIANNE WHITEHEAD   
(Print or Type)  
Date  11/17/09

**EXHIBIT B**

**CERTIFICATE OF EMPOWERMENT**

I, Frank P. Nask, Chief Executive Officer, hereby certify that:  
Typewritten Name and Office

1. I am duly authorized to sign this Agreement between Broward County and  
NORTH BROWARD HOSPITAL DISTRICT.

By resolution of it's BOARD of DIRECTORS taking place on

September 23, 2009  
(Date of Board's Resolution)

2. My signature on this agreement on behalf of the agency binds it to the Terms and Scope of services and all other conditions appearing in this Agreement.

3 That my name, office and empowerment to bind are a matter of corporate record in the files of the Office of the Secretary of State of Florida as required by law.

4. All information supplied by the agency appearing in this Agreement or used in its development is accurate and true and I acknowledge that failure to supply accurate, truthful information may result in termination of the Agreement.

**WITNESSES SIGNATURES**

Signature Dianne Whitlocke

Signature Jasmin Shirley

Name DIANNE WHITELOCKE  
(Print or Type Name)

Name Jasmin Shirley  
(Print or Type Name)

Title MANAGER, CONTRACT ADMINISTRATION  
(Print or Type)

Title V.P., Community Health Services  
(Print or Type Name)

Date 11/16/09

Date 11/16/09

(CORPORATE SEAL)

**EXHIBIT C**  
**North Broward Hospital District**  
**Primary Care Services Invoice**

|  |                     |   |               |
|--|---------------------|---|---------------|
| 1. Name of Contracted Program/Project:<br><b>Primary Care Services</b>   |                     | 2. Federal Identification Number                  |               |
| 3. Billing Period (Fiscal Year)  |                     | 4. Non-Profit Organization or Governmental Entity |               |
| 3a. Cost of Service (This year)  |                     | Address:  |               |
| 3b. Contract Amount  |                     |   |               |
| <p><b>CERTIFICATION:</b> The undersigned, as an authorized signatory for this contract between Broward County and _____, hereby affirms and certifies that the services billed herewith have been delivered on behalf of Broward County, per agreement, that all clients who will be served will meet program eligibility requirements, and that sufficient written information is available to document services.</p> <p>Authorized Signatory:<br/>(Print or Type Name and Title)</p> <p>Signature: _____ Date: _____</p> |                     |   |               |
| <b>FOR COUNTY USE ONLY</b>   |                     |   |               |
| Fund Number  | Agency Number       | Organization Number                               | Object Number |
| Date Invoice Received  | Invoice Reviewed By | Date  |               |
| On time          Late  |                     |   |               |
| Invoice Approved By  | Date                | Date Forwarded to Accounting                      |               |

**EXHIBIT D**  
**North Broward Hospital District**  
**Primary Care Services Fiscal Report**  
For the \_\_Quarter ending: \_\_\_\_\_  
Report Year: County Fiscal Year 20\_\_  
Contract #10-HCS-8266-01

|  | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Total |
|--|---------|---------|---------|---------|-------|
| <b>Gross Revenue (Exhibit 1)</b>             |         |         |         |         |       |
| <b>Deductions:</b>                           |         |         |         |         |       |
| Charity                                      |         |         |         |         |       |
| Bad Debts                                    |         |         |         |         |       |
| Contractual Allowances (Exhibit 2)           |         |         |         |         |       |
| <b>Total Deductions</b>                      |         |         |         |         |       |
| <b>Net Patient Revenue</b>                   |         |         |         |         |       |
| <b>Other Revenue (Exhibit 3)</b>             |         |         |         |         |       |
| <b>Total Net Revenue</b>                     |         |         |         |         |       |
| <b>Expenses:</b>                             |         |         |         |         |       |
| <u><b>Direct</b></u>                         |         |         |         |         |       |
| Salaries & Wages                             |         |         |         |         |       |
| Benefits                                     |         |         |         |         |       |
| Physician Fees/Specialists                   |         |         |         |         |       |
| Supplies                                     |         |         |         |         |       |
| Drugs  |         |         |         |         |       |
| Purchased Services                           |         |         |         |         |       |
| Repairs                                      |         |         |         |         |       |
| Utilities                                    |         |         |         |         |       |
| Rent   |         |         |         |         |       |
| Insurance (Exhibit 4)                        |         |         |         |         |       |
| Depreciation                                 |         |         |         |         |       |
| Other (Exhibit 5)                            |         |         |         |         |       |
| <b>Total Direct Expenses</b>                 |         |         |         |         |       |
| <u><b>Allocated Expenses</b></u>             |         |         |         |         |       |
| Common Service (Exhibit 6)                   |         |         |         |         |       |
| <b>Total Allocated Expenses</b>              |         |         |         |         |       |
| <b>Total Expenses (Direct and Allocated)</b> |         |         |         |         |       |
| <b>Net Income/Loss</b>                       |         |         |         |         |       |
| <b>Exhibit 1 - Gross Revenue</b>             |         |         |         |         |       |
| Medicare                                     |         |         |         |         |       |
| Medicaid                                     |         |         |         |         |       |
| Managed Care                                 |         |         |         |         |       |
| Self Pay/Charity                             |         |         |         |         |       |
| Other  |         |         |         |         |       |
| <b>Total Gross Revenue</b>                   |         |         |         |         |       |

**EXHIBIT D Continued**

**Exhibit 2 - Contractual Allowances**

Medicare  
Medicaid  
Managed Care  
Other  
**Total Contractual Allowances**

**Exhibit 3 - Other Revenue**

Broward County Subsidy  
Department of Health  
List revenue sources >\$50,000 (Detail)  
Other revenue <\$50,000  
**Total Other Revenue**

**Exhibit 4 - Insurance**

Professional Liability  
General Liability  
Other  
**Total Insurance**

**Exhibit 5 - Other**

Advertising  
AHCA Assessment  
Equipment Rentals  
License Fees  
Vehicle Expense  
Freight  
Travel/Meetings/Seminar  
Dues/Subscriptions/Education Supplies  
Gain/Loss Disposal of Asset  
Other  
**Total Other Expenses**

**Exhibit 6 - Common Service**

Common service line item  
Common service line item  
Common service line item  
Etc.

**Total Common Service**

## EXHIBIT D Continued

|   | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Total |
|---|---------|---------|---------|---------|-------|
| <b>Medical Service Encounters</b>             |         |         |         |         |       |
| Medical Encounters                            |         |         |         |         |       |
| Dental Encounters                             |         |         |         |         |       |
| <b>Total</b>                                  |         |         |         |         |       |
| <b>Unduplicated Users</b>                     |         |         |         |         |       |
| Medical Unduplicated Users                    |         |         |         |         |       |
| Dental Unduplicated Users                     |         |         |         |         |       |
| <b>Total Unduplicated Users</b>               |         |         |         |         |       |
| <b>Per Unit Statistics</b>                    |         |         |         |         |       |
| Net Pat Rev/Medical Service Encounters        |         |         |         |         |       |
| Net Pat Rev/Unduplicated User                 |         |         |         |         |       |
| Other Rev/Medical Service/Encounter           |         |         |         |         |       |
| Other Rev/Unduplicated User                   |         |         |         |         |       |
| Total Reimbursement/Medical Service Encounter |         |         |         |         |       |
| Net Revenue/Unduplicated User                 |         |         |         |         |       |
| Expenses/Encounter                            |         |         |         |         |       |
| Expenses/Unduplicated User                    |         |         |         |         |       |
| Gain or Loss/Encounter                        |         |         |         |         |       |
| Gain or Loss/Unduplicated User                |         |         |         |         |       |

### Definition of Exhibit D Line Items

**Gross Revenue** -Gross revenues charged to patients who receive primary care services. These revenues include charges for clinic visits, physician and ARNP services, ancillary services (laboratory, radiology etc.)

#### **Deductions:**

**Charity Deductions** - Uncompensated care that is provided to patients who demonstrate an inability to pay all or some of their bill in accordance with each District's criteria for Charity Care. The District's criteria for Charity Care are as follows:

**NBHD:** The NBHD provides charity care in full to individuals who are at or below 200% of the Federal Poverty Guidelines and in part based upon a sliding scale up to 300% of the Federal Poverty Guidelines  
Both NBHD and MHS post-notifications in English and Spanish in their Admitting Offices, Emergency Room Departments, Urgent Care Center, Business Office and Outpatient Registration Areas, to inform the public that the Hospital District provides financial assistance for paying for healthcare services to persons who are eligible under the Hospital District's criteria.@

**Bad Debts** - Balances of accounts that are written off or are reserved for write-off for patients who have the ability to pay their bill but are unwilling to do so. All accounts that are written off or reserved for are in some way and pursued through the use of outside collection agencies or through attorneys. Both District's utilize the "Fair Debt Collection Act as a guide for the collection of accounts.

**Contractual Allowances** - These allowances include Medicare, Medicaid, Managed Care, and Other deductions from gross revenues and are based on contractual agreements with governmental agencies and third party payers and also include the deduction of revenues for patients who are determined eligible for coverage from grants.

**Free Drugs** – any drugs or services provided at no cost to the NBHD.

**Expenses:**

**Salaries & Wages** -- This includes compensation paid to individuals who are employed by the NBHD and MHS and who work directly in departments who provide Primary Care Services. This includes overtime, shift and other pay differentials and compensation for employees while they are on paid personal leave time.

**Benefits** - These expenses primarily include but are not limited to the employer portion of FICA taxes, disability insurance, workers compensation insurance (MHS only), health insurance, dental insurance, vision insurance, life insurance, pension contributions, 403(b) match, tuition reimbursement, and relocation expense. Certain expenses within this category are allocated. Note: NBHD includes workers compensation expense under Insurance.

**Physician Fees** - Physician fees for non employed physicians who provide primary care services and specialty referrals. (contracted physicians, specialty referrals, mainstream primary care physician services).

**Supplies** - These expenses primarily include but are not limited to general supplies, oxygen & gases, small equipment, wearing apparel, food, nutritional supplements, linen, sutures, blood, perfusion supplies, medical surgical, intravenous supplies, and cleaning compounds.

**Drugs** Pharmaceuticals and related distribution expense.

**Purchased Services** - Laundry processing, medical transcription, security, exterminating, ambulance & transport services, reference lab external & internal, garbage & refuse removal, postage & courier service, collection fees and purchased outside labor.

**Repairs** - Repairs & maintenance on facilities and equipment as well as service contracts on equipment.

**Utilities** - These expenses primarily include but are not limited to Electricity, gas & fuel, water & sewer, telephone and beepers.

**Rent** - Lease and rental of buildings and equipment.

**Insurance** - The accrued costs of professional liability, workers compensation liability and general liability as well as insurance on buildings , vehicles and Director's & Officer's insurance. For NBHD, this category includes workers compensation insurance. For the MHS, workers compensation insurance is included in the Benefits definition. Worker's compensation, professional liability and general liability expense are accrued based upon actuarial estimates.

**Depreciation** - This includes depreciation expense on capital related equipment, buildings and improvements.

**Other** - These expenses include but are not limited to AHCA Assessment, license fees, vehicle expense, travel/meeting/seminars, equipment rentals, education supplies/subscriptions, advertising, gain/loss disposal of asset, and freight.

**Common Service** - This includes the allocated share of expenses that are shared among the various business divisions of each District. Examples of these expenses include but are not limited to Information Services, Payroll, Accounts Payable, Purchasing, District Administration and Materials Distribution.

**EXHIBIT E**  
**North Broward Hospital District**  
**Quarterly Demographic and Service Report**

**Table 1 - Unduplicated Client Count - ADULTS AND CHILDREN**

|                 | <b>MALE</b> | <b>FEMALE</b> | <b>TOTAL</b> |
|-----------------|-------------|---------------|--------------|
| <b>CHILDREN</b> |             |               | <b>0</b>     |
| <b>ADULT</b>    |             |               | <b>0</b>     |
| <b>TOTAL</b>    | <b>0</b>    | <b>0</b>      | <b>0</b>     |

**EXHIBIT E**

**North Broward Hospital District**

**Quarterly Demographic and Service Report**

**Table 2 - Ethnicity and Age of Users - Total**

|              | Asian /P.I |          |          | Black /A.A. |          |          | Hispanic |          |          | American Indian |          |          | White    |          |          | Other    |          |          | Totals   |          |          |
|--------------|------------|----------|----------|-------------|----------|----------|----------|----------|----------|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|              | M          | F        | Total    | M           | F        | Total    | M        | F        | Total    | M               | F        | Total    | M        | F        | Total    | M        | F        | Total    | M        | F        | Total    |
| <b>AGE</b>   |            |          |          |             |          |          |          |          |          |                 |          |          |          |          |          |          |          |          |          |          |          |
| 0 to 2       |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 3 to 5       |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 6 to 10      |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 11 to 13     |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 14 to 15     |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 16 to 17     |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 18 to 21     |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 22 to 49     |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 50 to 59     |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| 60 plus      |            |          | 0        |             |          | 0        |          |          | 0        |                 |          | 0        |          |          | 0        |          |          | 0        |          |          | 0        |
| <b>TOTAL</b> | <b>0</b>   | <b>0</b> | <b>0</b> | <b>0</b>    | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>        | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

**EXHIBIT E**  
**North Broward Hospital District**

**Quarterly Demographic and Service Report**

| <b>Table 3 - Medical and Dental Service Encounters</b> |              |                 |              |
|--|--------------|-----------------|--------------|
| <b>Total Encounters</b>                                | <b>Adult</b> | <b>Children</b> | <b>Total</b> |
| Medical Service Encounters (without Dental)            |              |                 |              |
| Dental Encounters                                      |              |                 |              |
| <b>TOTAL</b>   | 0            | 0               | 0            |

**Table 4 - Other Encounters**

| <b>Services</b>         | <b>No. of Encounters</b> |
|-------------------------|--------------------------|
| Nursing                 |                          |
| Social Worker/Case Mgr. |                          |
| Nutritionist            |                          |
| Diagnostics             |                          |
| Prescriptions           |                          |
| <b>Total</b>            | <b>0</b>                 |

**EXHIBIT E**  
**North Broward Hospital District**

**Quarterly Demographic and Service Report**

**Table 5 - Income Status - Pay percent of Poverty**

|                          | <b>No. of Clients</b> |
|--------------------------|-----------------------|
| 000% - 100%              |                       |
| 101% - 150%              |                       |
| 151% - 200%              |                       |
| 200% -+                  |                       |
| Incomplete documentation |                       |
| <b>Total</b>             | <b>0</b>              |

**EXHIBIT E**  
**North Broward Hospital District**

**Quarterly Demographic and Service Report**

**Table 6 - Top Ten Diagnoses by ICDM Code-ADULTS**

| <b>Rank</b> | <b>Code</b> | <b>Diagnoses</b> | <b>No. of Users</b> | <b>%</b> |
|-------------|-------------|------------------|---------------------|----------|
| 1           |             |                  |                     |          |
| 2           |             |                  |                     |          |
| 3           |             |                  |                     |          |
| 4           |             |                  |                     |          |
| 5           |             |                  |                     |          |
| 6           |             |                  |                     |          |
| 7           |             |                  |                     |          |
| 8           |             |                  |                     |          |
| 9           |             |                  |                     |          |
| 10          |             |                  |                     |          |
|             |             | <b>Total</b>     |                     |          |

**Table 7- Top Ten Diagnoses by ICDM Code-CHILDREN**

| <b>Rank</b> | <b>Code</b> | <b>Diagnoses</b> | <b>No. of Users</b> | <b>%</b> |
|-------------|-------------|------------------|---------------------|----------|
| 1           |             |                  |                     |          |
| 2           |             |                  |                     |          |
| 3           |             |                  |                     |          |
| 4           |             |                  |                     |          |
| 5           |             |                  |                     |          |
| 6           |             |                  |                     |          |
| 7           |             |                  |                     |          |
| 8           |             |                  |                     |          |
| 9           |             |                  |                     |          |
| 10          |             |                  |                     |          |
|             |             | <b>Total</b>     |                     |          |

## DEFINITIONS OF EXHIBIT E

1. **Unduplicated Client-** A client that has been seen at least once in the primary care system in the period comprised of one County fiscal year (October 1 through September 30). The client should be counted only once in this period, regardless of how many times he/she has been seen in the system.
2. **Child-** A client who is 18 years of age or younger.
3. **Adult-** A client who is 19 years of age or older.
4. **Total Medical Service Encounter -** An face to face encounter with either a physician, physician assistant, dentist or an ARNP in the office setting. (This includes primary and specialist medical encounters).
5. **Diagnostics -** EKG's, X-Rays, Laboratory, and Ultrasound that are done on-site.

**EXHIBIT F**  
**North Broward Hospital District**  
Quarterly Performance Outcomes/Goals and Indicators

| Activities   | Outcomes/Goals   | Indicators/Objectives  | Data Source   | Data Collection Method                                   |
|--|--|--|---|--|
| Provision of primary care services that are acceptable to patients | Patients are satisfied with the services they receive. | 91% of patients indicate satisfaction with the overall quality of primary and dental care services.  | Patient satisfaction survey available in three languages. | Monthly survey distribution and tabulation at each site. |
|  |  | <p>1) Childhood Immunization Status: At least 95% of eligible children will have received appropriate immunizations (DPT/DaPT, IPV/OPV, Hep B, Hib, MMR)</p> <p>2) Cervical Cancer Screening: At least 82% of eligible women will have received one or more Pap tests during the previous three years.</p> <p>3) Breast Cancer Screening: At least 95% of eligible women will have been referred for a mammogram within the last year.</p> <p>4) Diabetes Management: At least 65% of eligible</p> |   |  |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | clients with diabetes will have a Hemoglobin A1C level that is less than 8.5%.   |  |  |
|  |  | 5) Prenatal Care: At least 98% of eligible women will receive a prenatal examination in the first trimester or within 42 days of entering the North Broward Hospital District Prenatal Care system.<br>6) Postpartum Care: At least 87% of eligible women will receive a postpartum appointment between 21 and 56 days after delivery. |  |  |

**EXHIBIT G**  
**North Broward Hospital District**  
**REQUIRED REPORTS AND SUBMISSION DATES**

| <u><b>Description of Report(s)</b></u>                           | <u><b>Required Submission Date(s)</b></u>   |
|--|---|
| 1. Invoice   | Annually: an original and 2 copies  |
| 2. Quarterly Demographics and Services Reports                   | Quarterly: 45 days after quarter final date (Feb. 15, May 15, Aug. 15, Nov.15)                    |
| 3. Quarterly Fiscal Reports                                      | Quarterly: 45 days after quarter final date (Feb. 15, May 15, Aug. 15, Nov.15)                    |
| 4. Quarterly Performance Outcomes and Indicators Reports         | Quarterly: 45 days after quarter final date (Feb. 15, May 15, Aug. 15, Nov.15)                    |
| 5. Annual Demographics and Services                              | Annually: 45 days after final quarter of contract year (Nov. 15)                                  |
| 6. Annual Financial Report                                       | Annually: 45 days after final quarter of contract year (Nov. 15)                                  |
| 7. Current Certificate of Insurance                              | Annually: Due prior to expiration.  |
| 8. Audited Financial Statement                                   | Annually: 270 days after close of District fiscal year  |
| 9. Special Report  | Annually: 270 days after close of District fiscal year  |
| 10. Equal Employment Opportunity Policy                          | Due with signed contract - 2 copies   |
| 11. Non-Discrimination Policy                                    | Due with signed contract - 2 copies   |
| 12. Americans with Disabilities Act Policy                       | Due with signed contract - 2 copies   |
| 13. Affirmative Action Plan                                      | Due with signed contract - 2 copies   |
| 14. Current Organizational Profile                               | Due June 1 - send directly to First Call for Help on Behalf of The Coordinated Council of Broward |
| 15. State Financial Assistance reporting package (If applicable) | Due within 120 days after the close of DISTRICT's fiscal year end - 3 copies                      |

**EXHIBIT H**  
**North Broward Hospital District**  
**Primary Care Service Locations, Services, and Hours of Operation**

| <b>SITE</b>  | <b>MANAGER</b>  |
|--|---|
| <p><b>7TH Avenue Family Health Center</b><br/>           200 NW Seventh Avenue<br/>           Fort Lauderdale, Florida 33311<br/>           (954) 759-6660</p> <p>UCC M-F, 8 am -8 pm,<br/>           ADULT M-F, 8 am – 8 pm<br/>           DENTAL – M-F, 8 – 4:30<br/>           PEDS M &amp; W, 8 am-8 pm &amp; T, Th, F - 8 am-4:30 pm</p> <p>PHARM M-F 8:30 am – 7 pm last pick-up ½ hr before closing</p> <p><b>All areas closed on Saturday and Sunday</b></p> | <p><b>Maxine James-Francis, Administrator</b><br/>           (954) 759-6650<br/>           Fax 759-6601</p> <p><b>Bernice Shorter-Mears, Pharmacy Manager</b><br/>           (954) 759-6651</p> |
| <p><b>PRENATAL CENTER - 7th Avenue Family Health Center</b><br/>           200 NW Seventh Avenue<br/>           Fort Lauderdale, Florida 33311<br/>           (954) 759-6745 or 759-6600</p> <p>M - F, 8 am – 4:30 pm</p>  | <p><b>Evelyn Walker, Nurse Manager</b><br/>           (954) 759-6745 or 759-6600<br/>           Fax 759-6764</p>  |
| <p><b>Specialty Care Center</b><br/>           1111 West Broward Blvd.<br/>           Fort Lauderdale, FL 33312<br/>           (954) 463-7313</p> <p>Mon-Fri. 8:00 AM – 5:00 PM<br/>           Sat – 9:00 AM – 1:00 PM – By Appointment Only; weekend schedules are subject to change*</p>   | <p><b>Arlene Campbell, Manager</b><br/>           (954) 527-6007<br/>           Fax 467-9589</p>  |
| <p><b>Clinica de las Americas</b><br/>           1101 NW 1<sup>st</sup> Street<br/>           Ft. Lauderdale, Florida 33311<br/>           (954) 761-1020</p> <p>M – 8 am – 8 pm, T – Th 8 am – 4:30 pm, F, 8 am– 1:00 pm;<br/>           evening schedules are subject to change*</p>   | <p><b>Arlene Campbell, Manager</b><br/>           (954) 527-6007</p>  |
| <p><b>Pompano Adult Primary Care Center</b><br/>           2011 Northwest 3<sup>rd</sup> Avenue<br/>           Pompano Beach, FL 33060<br/>           (954) 786-5901</p> <p>M,T,Th,F - 8:am – 5: pm<br/>           W 8:00 am – 9 pm; evening schedules are subject to change*</p>  | <p><b>Sharon Crum, Nurse Manager</b><br/>           (954) 786-5903<br/>           Fax 786-0129</p>  |

|   |  |
|---|--|
| Pharmacy: M,T, Th, F – 8:30 am – 5:00 pm<br>W – 8:30 am – 8:30 pm; evening schedules are subject to change* |  |
|---|--|

|   |   |
|---|---|
| <b>Pompano Pediatric Center</b><br>601 West Atlantic Boulevard<br>Pompano Beach, FL 33060<br>(954) 786-5413<br><br>M - F, 8 am – 4:30 pm  | <b>Ketley Eustache, Nurse Manager</b><br>(954) 785-9531<br>Fax 784-9249   |
| <b>Pompano Prenatal Care Center (2<sup>nd</sup> floor)</b><br>601 West Atlantic Boulevard<br>Pompano Beach, FL 33060<br>(954) 786-5418<br><br>M – F 8 am – 4:30 –pm   | <b>Ketley Eustache, Nurse Manager</b><br>(954) 785-9531<br>Fax 784-9249   |
| <b>Disease State Management Programs</b><br>Information Services Center Building<br>1608 SE 3 <sup>rd</sup> Avenue<br>Ft. Lauderdale, Florida 33316<br>(954) 767-5623   | <b>Lori Kessler, Director</b><br>(954) 767-5623<br>(954) 767-5565   |
| <b>Lauderhill Middle School Health Center</b><br>1901 Northwest 49 <sup>th</sup> Avenue<br>Lauderhill, FL 33313<br>(754) 322-3611<br><br>M - 8 am – 7:00 pm; evening schedules are subject to change*<br>T, W, Th, F, 8 am – 4:30 pm      | <b>Lori Kessler, Director</b><br>(954) 355-5931 / Fax (754) 322-3689<br><br><b>Damaris Alicano, RN Coordinator</b><br>(754) 322-3611<br><br><b>Pat Condon, Program Technician/School Health</b><br>(954) 355-4939   |
| <b>William Dandy Middle Community Health Center</b><br>2400 Northwest 26 <sup>th</sup> Street<br>Fort Lauderdale, FL 33311<br>(754) 322-3235<br><br>M - F, 8 am – 4:30 pm   | <b>Lori Kessler, Director</b><br>(954) 355-5931 / Fax (754) 322-3288<br><br><b>Veronica McCrobie, RN Coordinator</b><br>(954) 322-3235<br><br><b>Pat Condon, Program Technician/School Health</b><br>(954) 355-4939 |
| <b>Deerfield Beach Community Health Center</b><br>910 SW 15th Street, Deerfield Beach, FL 33441<br>754-322-0712<br>Dental - (954) 571-7301<br><br>M & W, 8 am – 7:00 pm; evening schedules are subject to change*<br>T, Th, F 8 am – 5 pm | <b>Lori Kessler, Director</b><br>(954) 355-5931 / Fax 754-322-0736<br><br><b>Bernadette Mohorn, RN Coordinator</b><br>(754) 322-0712<br><br><b>Pat Condon, Program Technician/School Health</b><br>(954) 355-4939   |

Hours of operation during the evenings and weekends are subject to change.