

**AGREEMENT BETWEEN BROWARD COUNTY AND
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM
FOR PRIMARY CARE SERVICES**

Agreement Number 19-CP-HCS-8312-01

This is an agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district of the State of Florida ("Memorial"). County and Memorial are collectively referred to as the "Parties."

RECITALS


- A. The Florida Legislature ("Legislature") has mandated the provision of primary care services throughout the state via a system of coordinated county health department services, which will be supported by available federal, state, and local funds.
- B. The Legislature has directed the Florida Department of Health ("DOH"), to the extent that funds are appropriated, to develop a plan to implement a primary care program in cooperation with each county.
- C. The Legislature has also directed DOH to enter into contracts with counties to expand primary care coverage as additional resources are appropriated, and has directed DOH to establish priorities for funding based on need and willingness of counties to participate.
- D. The Legislature permits County to organize primary care programs through its county health departments and through contracts with individuals or group practitioners for all or part of the primary care services.
- E. Memorial provides a variety of primary care services at outpatient and ambulatory sites in Broward County.
- F. This Agreement enables County to continue to fund primary care services that would not otherwise be funded by any other public or private funding source.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Clients** means residents of southern Broward County (south of Southwest 36th Street) with low to moderate income who are in need of primary care services, as further described in the Scope of Services.
- 1.3 **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the Community Partnerships Division whose primary responsibilities of the Contract Administrator are to coordinate and communicate with Memorial and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters

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South Broward Hospital District



of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that the instructions and determinations do not change the Scope of Services.

- 1.4 **Count Administrator** means the administrative head of County appointed by the Board.
- 1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.6 **Diagnostics** means electrocardiograms, x-rays, laboratory, and ultrasounds that are done on-site.
- 1.7 **Encounter** means a face-to-face meeting with a physician, physician assistant, dentist, or Advanced Registered Nurse Practitioner (ARNP) in the office setting. This includes primary and specialist medical encounters.
- 1.8 **Fiscal Year** means County's fiscal year that begins October 1 of each year and ends September 30 of the following year.
- 1.9 **HSSS** means County's Human Services Department Software System. It includes the Client Services Management System or any other participant information collection and data exchange systems designated by County.
- 1.10 **Prevailing Community Standards** means the prevailing quality standards for provision of services to patients in the community.
- 1.11 **Primary Care Services** means acute care and preventive services that are made available to well and sick persons who are unable to obtain 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 health care services are provided at home, in group settings, or in clinics. These services will be supported by available federal, state, and local funds and will include services mandated on a state or federal level. Examples of primary health care services include but are not limited to (i) first contact acute care services; (ii) chronic disease detection and treatment; (iii) maternal and child health services; (iv) family planning; (v) nutrition; (vi) school health; (vii) supplemental food assistance for women, infants, and children; (viii) home health; and (ix) dental services. Health care services provided in any other agreement or arrangement between County and Memorial or between County and any other party are specifically excluded.
- 1.12 **Provider Handbook** means County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as may be amended from time to time by County, which Handbook is incorporated into this Agreement by reference.
- 1.13 **Repository** means County's Human Services Department Repository, under the Office of Evaluation and Planning. The Repository address is identified in the Provider Handbook.
- 1.14 **Subcontractor** means an entity or individual providing services to County through Memorial for all or any portion of the work under this Agreement. The term "Subcontractor" includes all subconsultants.

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- 1.15 **Unduplicated Client** means the number of unique Clients who have been seen in the primary care system in the period comprised of one County Fiscal Year. For the unduplicated count, the Client will be counted only once in this period, regardless of how many times he or she has been seen in the primary care system.

ARTICLE 2. TERM AND RENEWAL


The term of this Agreement begins on October 1, 2018, and ends on September 30, 2019 ("Initial Term"). The Contract Administrator may renew this Agreement for up to four (4) one-year periods (each referred to as an "Option Period"). The Contract Administrator must notify Memorial of renewal, in writing, no less than thirty (30) days prior to the expiration of the then existing term of the Agreement. The Parties may also extend the Agreement for up to sixty (60) days under the same terms and conditions if the Board does not adopt the budget for an Option Period in time to exercise the Option Period. The Contract Administrator must notify Memorial of this extension in writing before the Agreement expires. However, this Agreement may be terminated in accordance with the provisions contained in the "Termination" section below.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 In accordance with Section 154.011, Florida Statutes, Memorial will provide Primary Care Services to eligible Broward County residents who reside within the geographical boundaries of the South Broward Hospital District. Memorial must require that the individual provide proof of residency in the geographical boundaries of the South Broward Hospital District. Memorial must screen individuals for eligibility and place supporting documentation of eligibility in the Client's file. Memorial will comply with all reporting requirements identified in Exhibit F.
- 3.2 Memorial will provide services at accessible locations and times. Memorial will maintain a complete list of service locations, the name of the lease owner of the facility, number of personnel, and a description of the facility and provide the list to County at the time of or prior to execution of this Agreement (Attachment I). If applicable, Memorial must notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Attachment I no less than thirty (30) calendar days prior to the change, in accordance with the "Notices" section of this Agreement. Memorial may not initiate an opening, closing, or relocation without County's prior written consent, which consent will not be unreasonably withheld.
- 3.3 Memorial must include the following statement on its signage at each of its primary care centers: "In partnership with the Board of County Commissioners of Broward County, Florida." Memorial will also include the Broward County logo next to Memorial's logo.
- 3.4 The terms and conditions pertaining to Memorial's use of any facility belonging to County will be set forth in a separate agreement.
- 3.5 Memorial will adhere to the standards and other requirements set forth in the Provider Handbook, as applicable to the provision of services under this Agreement. Memorial acknowledges receipt of the Provider Handbook and understands that each document in

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it, as incorporated by reference, is made a part of this Agreement. Memorial also acknowledges that County may update or revise documents within the Provider Handbook and will provide notification of any update or revision to Memorial. Memorial may terminate this Agreement within thirty (30) calendar days after notice of the updates or revisions if the Parties mutually agree that the updates or revisions substantially impacts Memorial's ability to perform as contracted. Otherwise, Memorial acknowledges it will be bound by the applicable requirements outlined in the Provider Handbook, as amended by County from time to time.

ARTICLE 4. COMPENSATION


- 4.1 Maximum Funding. County will pay Memorial a maximum amount not to exceed Four Million Nine Hundred Eighty-seven Thousand Nine Hundred Fifty-seven Dollars (\$4,987,957) for services actually provided during the Initial Term of this Agreement, inclusive of any subcontracted services. Each monthly invoice will not exceed one-twelfth (1/12) of the annual Agreement value. Memorial is authorized to subcontract services for a total amount not to exceed Eight Hundred Twenty-seven Thousand Dollars (\$827,000) of the annual maximum funding amount. Memorial acknowledges that the funding amount is the maximum amount payable and constitutes a limitation upon County's obligation to compensate Memorial for its services related to this Agreement. This maximum amount; however, does not constitute a limitation, of any sort, upon Memorial's obligation to provide all services required by or which can be reasonably inferred from the Scope of Services. No amount will be paid to Memorial to reimburse its expenses, unless otherwise provided in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Memorial beyond the Initial Term. If the Contract Administrator exercises either Option Period under this Agreement, or if this Agreement is extended in accordance with Article 2, the maximum amount payable by County will be:

- A. Option Periods, if exercised: Four Million Nine Hundred Eighty-seven Thousand Nine Hundred Fifty-seven Dollars (\$4,987,957), subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. Memorial is encouraged to participate in County's annual budget process as it relates to Option Period funding of Primary Care Services under this Agreement, as the appropriated amount will not be subject to additional adjustments during the Option Periods.
- B. Extension period, if exercised: A pro rata monthly amount equal to one-twelfth (1/12) of the existing annual funding amount.
- 4.2 Reduction of Funds. If Memorial underutilizes County funds, the Contract Administrator has the authority, at any time, to reduce the maximum funding allocated under this Agreement.
- 4.3 Performance. At the end of each quarter, County will reduce payment by three percent (3%) ("Reduction") for services performed by Memorial in which attainment of one (1) or more outcomes was more than five (5%) percent below the indicated target. The

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Reduction will be applied to payments for any program in which any indicators were not met. The Reduction will be applied to the net payment amount for the third (3rd) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied. If Memorial does not submit an invoice in the third (3rd) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month's net payment, and Memorial must pay the Reduction amount to County within thirty (30) days after County's written request for repayment. If County finds that Memorial's Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

4.4 Invoice Requirements and Due Dates.

4.4.1 Memorial must submit an original invoice in a form approved by the Contract Administrator plus one (1) complete copy of the Primary Care Monthly Client Demographic Report and the Primary Care Monthly Client Service Report, as indicated in the Provider Handbook, on or before the date specified in Exhibit F, "Required Reports and Submission Dates." If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County's designated HSSS and will maintain the parameters as indicated in Attachment II and Attachment III of this Agreement or as otherwise agreed to in writing by the Contract Administrator. All reported services must correspond to the services on invoices submitted for billing purposes.

4.4.1.1 In addition, all required fields within the HSSS must be completed thoroughly and accurately for services to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Memorial will reimburse County, as described in Section 4.4.2, for services that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

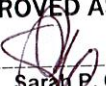
4.4.1.2 The Contract Administrator may authorize manual billing if Memorial lacks access to the designated system through no fault of Memorial, as determined by the Contract Administrator in his or her sole discretion.

4.4.2 Corrected Invoices.

4.4.2.1 If Memorial determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, Memorial will include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County, or forty-five (45) days after the end of the

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Agreement term, whichever is earlier. Memorial must resubmit the original supporting documentation and submit the revised supporting documentation, along with a completed "Required Services Documentation" form as provided in the Provider Handbook, unless the Contract Administrator has in writing provided alternate documentation requirements. The invoice including the corrections must be accompanied by a cover letter signed by Memorial's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions Memorial is taking to prevent recurrence of the error.

- 4.4.2.2 If County determines that Memorial has previously incorrectly billed and was reimbursed for a period within the current contract year, Memorial must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the contract term in which the overpayment occurred, Memorial must pay County within forty-five (45) days after receipt of written notice from County.
 - 4.4.2.3 Invoices or documentation returned to Memorial for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Memorial without the accrual of interest on any payments owed by County to Memorial. Memorial must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.
 - 4.4.2.4 The certification statement on the monthly invoice submitted by Memorial must be signed by an authorized person as referenced in Exhibit A, "Authorized Invoice Signators." If it becomes necessary for Memorial to replace signators, a notarized copy of the authorizing resolution or legislation as passed by Memorial's Board of Directors or Trustees or equivalent must be submitted to the Contract Administrator, along with a replacement of Exhibit A and Exhibit B, within ten (10) days following replacement of the signators.
- 4.4.3 To be a proper invoice, as defined by the Florida Prompt Payment Act (Chapter 218, Florida Statutes), the invoice must comply with the requirements in this Agreement and must be submitted (i) on the forms prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the Human Services Department Director or Deputy Director. County will pay Memorial within thirty (30) calendar days after receipt of Memorial's properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances). Further, County may deduct from any outstanding invoice any monies due from Memorial in accordance with this Agreement.

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- 4.5 Subcontractors. If Memorial has been authorized in accordance with the terms of this Agreement to use Subcontractors, or if Memorial uses any suppliers of materials for the provision of the services under this Agreement, Memorial must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit C. If payment has not been made to the approved Subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each Subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
- 4.5.1 Memorial will pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from County for such subcontracted work or supplies.
 - 4.5.2 Memorial acknowledges that nonpayment of a Subcontractor or supplier as required by this section will be a material breach of this Agreement and that County may, at its option and in accordance with Article 4 of this Agreement, suspend payments until Memorial demonstrates timely payment of sums due to such Subcontractors or suppliers. Memorial acknowledges that the presence of a "pay when paid" provision in a subcontract will not preclude County's inquiry into allegations of nonpayment. The foregoing remedies will not be employed when Memorial demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.
- 4.6 Suspension of Payment. County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to Memorial if Memorial does not comply with material terms of this Agreement, including but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. County's suspension of payment may last through the duration of Memorial's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments. Suspended payments will be released upon the Contract Administrator's determination that Memorial is no longer in noncompliance.
- 4.7 Third Party Payment. Memorial must bill and pursue collection of third party and Medicaid payments for services rendered under this Agreement. Memorial will keep accurate and complete records of any fees collected, reimbursements, or compensation of any kind received for services from any Client, Medicaid, or other third party. All funds collected by Memorial from any source for services provided under this Agreement may be retained by Memorial.
- 4.8 The Parties acknowledge that all compensation and funding under this Agreement is intended to supplement any other funding received by Memorial from any other source including but not limited to the State of Florida, County, third party payers, grants, and any other entity.

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- 4.9 All payments will be made solely in the name of Memorial as the official payee. Memorial may change any of the information provided under this section by providing written notice of such change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. It is Memorial's sole responsibility to advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days of such change.

Payment will be made to Memorial at:

South Broward Hospital District d/b/a Memorial Healthcare System
Attn: Finance Manager – Grants
3111 Stirling Road, Rm. 258
Fort Lauderdale, Florida 33312

Federal ID Number: 59-6014973

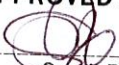
ARTICLE 5. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 5.1 County's representative is the Division Director of the Community Partnerships Division. The title of Memorial's representative responsible for the administration of services under this Agreement is Memorial's President/CEO.
- 5.2 The empowered signators of invoices under this Agreement for Memorial are those individuals referenced in Exhibit A, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit A will be communicated to County as directed in the "Notices" section of this Agreement.
- 5.3 The empowered signator of this Agreement for Memorial is identified in Exhibit B, "Certification of Empowerment." Changes in the empowered signator on Exhibit B will be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 6. STANDARDS OF CARE

- 6.1 Memorial will retain, during the term of this Agreement, accreditation by The Joint Commission or another national accrediting body for all locations in which services are provided under this Agreement. If there is a change in the accreditation status of any primary care facility where Memorial provides services under this Agreement, Memorial must furnish County notice within ten (10) calendar days from the date Memorial received notice of such change. Failure to retain accreditation will be a material breach of this Agreement and may result in termination of the Agreement in accordance with the "Termination" section.
- 6.2 Memorial will meet the performance outcome measures as provided in Exhibit D, "Outcomes." Such performance will be a factor in County's decision to exercise the Option Periods.

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South Broward Hospital District



ARTICLE 7.
MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS

Memorial will comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

ARTICLE 8. TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will be effective on the termination date stated in written notice provided by County, which termination date will be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator by any notice, as the County Administrator deems appropriate under the circumstances, if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will be considered a termination for convenience and will be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 This Agreement may be terminated for cause by County for reasons, including but not limited to Memorial's failure to suitably provide the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.
- 8.3 The Agreement may also be terminated for cause if Memorial is a "scrutinized company" according to Section 215.473, Florida Statutes, if Memorial is placed on a "discriminatory vendor list" according to Section 287.134, Florida Statutes, or if Memorial provides a false certification submitted according to Section 287.135, Florida Statutes.
- 8.4 Notice of termination must be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that is promptly confirmed in writing.
- 8.5 If County terminates this Agreement for convenience, Memorial will be paid for any services properly provided under the Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Memorial acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Memorial, for County's right to terminate this Agreement for convenience.
- 8.6 If this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due to Memorial may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, in accordance with the "Rights in Documents and Work" provision of this Agreement.

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- 8.7 This Agreement may also be terminated in accordance with the "Equal Employment Opportunity and CBE Compliance" section of this Agreement using the "Notices" procedures provided in this Agreement.
- 8.8 Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Memorial will cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the services provided under this Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of services in a manner that causes minimal disruption to the continuity of services.

ARTICLE 9. INSURANCE

Memorial is an entity subject to Section 768.28, Florida Statutes, and Memorial will furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Memorial must include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2 Although no County Business Enterprise ("CBE") goal has been set for this Agreement, County encourages Memorial to give full consideration to the use of CBE firms to provide services under this Agreement.

ARTICLE 11. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party, nor will anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Memorial is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and will be responsible for the negligent or wrongful acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 12. MISCELLANEOUS

- 12.1 Financial Statements. Within two hundred seventy (270) days after the close of each of Memorial's fiscal years in which Memorial receives funds under this Agreement, Memorial must provide to the Repository and the Contract Administrator Memorial's audited financial statements and any generated management letters regarding funding

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provided under this Agreement and Memorial's response to any management letters. An independent certified public accountant in accordance with generally accepted accounting principles must prepare the audit of the financial statements for Memorial's fiscal year during which it receives County funds and for each of Memorial's subsequent fiscal year until Memorial expends all County funds.

Management Letters. Memorial must provide simultaneously to the Repository and the Contract Manager all management letters arising from audited financial statements within ninety (90) days after the date of the management letter as it relates to the program described in this Agreement.

Memorial must provide to the Repository and the Contract Administrator the schedule of correction developed in response to the management letters within thirty (30) days of developing the schedule of correction.

Within one hundred twenty (120) days after the close of each of Memorial's fiscal years in which Memorial accounts for the funds under this Agreement, Memorial must provide to the Repository and the Contract Administrator any compliance audits required by law.

12.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Memorial in connection with performing services under this Agreement will be owned by County and will be works for hire by Memorial and its agents; if the services are determined not to be a work for hire, Memorial assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Memorial, whether finished or unfinished, will become the property of County and must be delivered by Memorial to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Memorial may be withheld until all documents are received as provided in this Agreement. Memorial must ensure that the requirements of this section are included in all agreements with its Subcontractors.

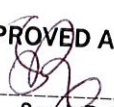
12.3 Public Records. To the extent Memorial is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Memorial will:

- A. Keep and maintain public records required by County to perform the services under this Agreement;
- B. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to County; and

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D. Upon completion of the Agreement, transfer to County, at no cost, all public records in possession of Memorial upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Memorial transfers the records to County, Memorial will destroy any duplicate public records that are exempt or confidential and exempt. If Memorial keeps and maintains public records upon completion of the Agreement, Memorial will meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Memorial to comply with the provisions of this section will constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Memorial will provide any requested records to County to enable County to respond to the public records request.

IF MEMORIAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEMORIAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7881, LKREPEL@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.


12.4 Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Memorial and its Subcontractors that are related to this Agreement. Memorial and its Subcontractors must keep books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts of Memorial and its Subcontractors must be kept in written form or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Memorial or its Subcontractor must make available in written form at no cost to County

Memorial and its Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any County representative (including any outside representative engaged by County) may perform an audit or inspection pursuant to this section. Memorial hereby grants the right to conduct such audit or review at Memorial's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in the books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. Memorial acknowledges that if County determines that funds are due back to County, the Human

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Services Department Director or Deputy Director may in his or her sole and absolute discretion require Memorial to pay up to one percent (1%) interest annually on those funds, which interest will be calculated from the date County incorrectly paid Memorial. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Memorial in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit must be reimbursed to County by Memorial in addition to making adjustments for the overcharges. Any adjustments or payments due because of the audit or inspection must be made within thirty (30) days after presentation of County's findings to Memorial.

Memorial will ensure that the requirements of this Article are included in all agreements with its Subcontractors.

- 12.5 Independent Contractor. Memorial is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing services under this Agreement, neither Memorial nor its agents may act as officers, employees, or agents of County. Memorial does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 12.6 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, MEMORIAL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 12.7 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Memorial.
- 12.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of the Agreement, and each is, therefore, a material term of the Agreement. County's failure to enforce any provision of this Agreement is not a waiver

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Deputy General Counsel
South Broward Hospital District




of such provision or modification of this Agreement. The waiver of any breach of a provision of this Agreement is not a waiver of any subsequent breach and should not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

- 12.9 Compliance with Laws. Memorial, in providing the services under this Agreement, must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 12.10 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 12.11 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 12.12 Assignment. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Memorial without the prior written consent of County. If Memorial violates this provision, County has the immediate right to terminate this Agreement.
- 12.13 Conflicts. Neither Memorial nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Memorial's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Memorial's officers or employees may serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Memorial is not a party, unless compelled by court process. Further, such persons must not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section does not preclude Memorial or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Memorial is permitted according to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Memorial must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Memorial.
- 12.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.
- 12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or

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South Broward Hospital District



incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 will prevail and be given effect.

- 12.16 Third-Party Beneficiaries. Neither Memorial nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 12.17 Notices. In order for a notice to a party to be effective under this Agreement, notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, 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 addresses for notice must remain as set forth in this section unless and until changed by providing notice of the change in accordance with the provisions of this section.

For County:


Broward County Community Partnerships Division
Attn: Director
Governmental Center, Room A370
115 South Andrews Avenue
Fort Lauderdale, FL 33301

For Memorial:

South Broward Hospital District d/b/a Memorial Healthcare System
Attn: President/CEO
3111 Stirling Road, 2nd Floor
Fort Lauderdale, FL 33312

- 12.18 Drug-Free Workplace. If required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Memorial certifies that it has a drug-free workplace program and that it will maintain a drug-free workplace program for the duration of this Agreement.
- 12.19 Certification Relating to No Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081 *et seq.* ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. The Act does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed. Failure of

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South Broward Hospital District



Memorial to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order in accordance with the Act. By signing this Agreement, Memorial certifies that Memorial will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- 12.20 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement will include the other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If Memorial identifies a programmatic contract provision that requires interpretation in order for Memorial to understand its obligations, Memorial will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will provide a written response to Memorial within a reasonable time after any request by Memorial for an interpretation. The Contract Administrator’s programmatic interpretations will be deemed conclusive and final.


- 12.21 Publicity. Memorial acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities (“Promotional Materials”) undertaken by Memorial concerning the services funded by this Agreement will include the following statement: “The services provided by Memorial is a collaborative effort between Broward County and Memorial with funding provided by the Board of County Commissioners of Broward County, Florida, under an Agreement.”

Memorial will use the name “Broward County” and the official Broward County logo in all Promotional Materials of Memorial related to the services funded by this Agreement. Requests for the official electronic version of the Broward logo will be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, or publicinfo@broward.org.

- 12.22 Emergency Conditions. Except where otherwise provided by law or where Memorial is otherwise directed by appropriate authority, Memorial will provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include but are not limited to distributing food, water, and ice, and

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Deputy General Counsel
South Broward Hospital District



providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator. Individuals who have been displaced or affected by the Emergency Conditions are referred to as "Disaster Evacuees." Emergency Conditions include but are not limited to:


- A. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or
- B. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery-related services on a large scale.

In the event of an Emergency Condition, the Human Services Department Director or Deputy Director, in his or her sole discretion, has the authority during and after the Emergency Conditions to: (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) modify payment schedules throughout any term of this Agreement; (c) exercise an Option Period; or (d) extend the term of Agreement. All services provided under this Agreement by Memorial during Emergency Conditions must be in accordance with the terms and conditions stated in the Agreement.

- 12.23 Discharge Planning. Memorial will participate with County in the development of local discharge planning policies that ensure individuals are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.
- 12.24 Renegotiation. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.
- 12.25 Payable Interest.
 - 12.25.1 Payment of Interest. County will not be liable to pay any interest to Memorial for any reason, whether as prejudgment interest or for any other purpose, and in furtherance of that Memorial waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This section will not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.
 - 12.25.2 Rate of Interest. If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under

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Deputy General Counsel
South Broward Hospital District



applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).


- 12.26 HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Memorial is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Memorial will fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, will execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Memorial will handle and secure the PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its “Notice of Privacy Practices” notice of Memorial’s and County’s uses of Client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Memorial must ensure that the requirements of this section are included in all agreements with its Subcontractors.
- 12.27 Use of County Logo. Except as provided in Section 3.3, Memorial will not use County’s name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.
- 12.28 Incorporation by Reference. The attached exhibits, attachments, Provider Handbook, and other documents referenced in this Agreement are incorporated and made a part of this Agreement.
- 12.29 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be considered an original, but all of which, taken together, constitute one and the same agreement.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES

- 13.1 Representation of Authority. Each individual executing this Agreement on behalf of a party to this Agreement hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of the party and does so with full legal authority.
- 13.2 Truth-In-Negotiation Certificate. Memorial’s compensation under this Agreement is based upon its representations to County, and Memorial certifies that the wage rates, factual unit costs, and other information supplied to substantiate Memorial’s compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Memorial executes this Agreement. Memorial’s compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

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Deputy General Counsel
South Broward Hospital District



- 13.3 Public Entity Crime Act. Memorial represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Memorial further represents that there has been no determination that it has committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Memorial has been placed on the convicted vendor list.
- 13.4 Discriminatory Vendor and Scrutinized Companies Lists. Memorial represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Memorial further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.
- 13.5 Warranty of Performance. Memorial represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required services under this Agreement, and that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area for which such person or entity will render services. Memorial represents and warrants that the services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.
- 13.6 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Memorial certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is incorporated in this Agreement as though fully set forth in this section.
- 13.7 Breach of Representations. In entering into this Agreement, Memorial acknowledges that County is materially relying on the representations and warranties of Memorial stated in this Agreement. County is entitled to recover any damages it incurs to the extent any representation or warranty is untrue. In addition, if any representation or warranty is false, County has the right, at its sole discretion, to terminate this Agreement without any further liability to Memorial, to deduct from the compensation due Memorial under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Memorial under this Agreement.

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Sarah P. Griffith
Deputy General Counsel
South Broward Hospital District



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____ 2018, and South Broward Hospital District d/b/a Memorial Healthcare System, signing by and through its Chief Executive Officer, duly authorized to execute same.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____ 2018

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

By: K. Gordon 12/20/18
Karen S. Gordon (Date)
Assistant County Attorney

KSG:sc/dp
SBHD.PrimaryCare 2018.a01
#60070
10/9/18; 10/18/18; 11/5/18

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Sarah P. Griffith
Deputy General Counsel
South Broward Hospital District

AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT D/B/A
MEMORIAL HEALTHCARE SYSTEM FOR PRIMARY CARE SERVICES, AGREEMENT NUMBER
19-CP-HCS-8312-01

Memorial

WITNESSES:

South Broward Hospital District
d/b/a Memorial Healthcare System



Signature of Witness

CHERYL YEO

Print or Type Name of Witness



Signature of Witness

KKulhanjian

Print or Type Name of Witness



President/Chief Executive Officer

Aurelio M. Fernandez, III

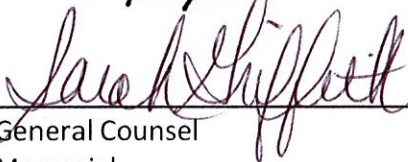
President and CEO

Print or Type Name

14 day of Dec, 2018

Approved as to legal form.

Date: 12/12/18


Deputy
General Counsel
Memorial

APPROVED AS TO FORM



Sarah P. Griffith
Deputy General Counsel
South Broward Hospital District



EXHIBIT A – AUTHORIZED INVOICE SIGNATORS

Agreement #: 19-CP-HCS-8312-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of South Broward Hospital District d/b/a Memorial Healthcare System ("Memorial"), as required by this Agreement between County and Memorial:

Aurelio M. Fernandez III, President & CEO - MHS and
(Name and Title Typewritten)

Melida Akiti, VP Ambulatory & Community Services - MHS
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

Appearing below are samples of the authorized signatures.

[Signature] 12/12/18
(Authorized Signature) (Date)

[Signature] 12/12/18
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Authorized Signature) (Date)

Witness Signature: [Signature]
Signature _____
Name CHERYL YEO
(Print or Type)
Date 12/12/18

Witness Signature: _____
Signature [Signature]
Name K. Kulhanjian
(Print or Type)
Date 12/12/18

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[Signature]

Sarah F. Griffith
Deputy General Counsel
South Broward Hospital District



EXHIBIT B – CERTIFICATION OF EMPOWERMENT

Agreement #: 19-CP-HCS-8312-01

Aurelio M. Fernandez-TL, President & CEO - MHS
(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of South Broward Hospital District d/b/a Memorial Healthcare System ("Memorial"), and any amendments hereto between County and Memorial. The signature of the above-named person in this Agreement on behalf of Memorial binds Memorial to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Appearing below is a sample of the authorized signature.


(Authorized Signature)

12/12/18
(Date)

Witness Signature: 
Signature _____

Name CHERYL YEO
(Print or Type)

Date 12/12/18

Witness Signature: _____
Signature 

Name K. Kulhanjian
(Print or Type)

Date 12/12/18

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Sarah P. Griffith
Deputy General Counsel
South Broward Hospital District



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EXHIBIT D – OUTCOMES

Memorial • 19-CP-HCS-8312-01 • Primary Care

Program Name	Service Name/ Taxonomy	Outcomes	Indicators	Data Source	Data Collection Method
Health Care Services	Primary Care Services LN-1500	1) Clients seek necessary services because wait time is minimized.	90% of scheduled clinic Clients are seen and discharged within 120 minutes.	Memorial's electronic health record (EHR).	Actual time counted from point of check-in to check-out in the Memorial's EHR.
		2) Clients are satisfied with the Primary Care Services they receive.*	80% of Clients indicate satisfaction with the Overall Doctor Rating.	Professional Research Consultants (PRC) using the Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS).	National Patient Satisfaction Tool using a monthly telephonic survey tabulation is completed for each doctor.
		3) Clients receive quality Primary Care Services.**	1) Cervical Cancer Screening: At least 68% of female Clients have received one or more Pap test during the previous three years.	Medical records of applicable eligible Clients.	Medical record review.
			2) Breast Cancer Screening: At least 65% of female Clients have had a mammogram within the last two years.		
3) Diabetes Management: At least 54% of eligible Clients with diabetes have a Hemoglobin A1C level that is less than 8.0%.					
4) Controlled High Blood Pressure: At least 65% of Clients 18-85 years of age diagnosed with hypertension whose blood pressure was adequately controlled during the measurement year based on the following criteria: Clients 18-59 years of age whose blood pressure was <140/90 mm Hg. Clients 60-85 years of age, with a diagnosis of diabetes, whose blood pressure was <140/90 mm Hg.					



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		<p>Clients 60-85 years of age, without a diagnosis of diabetes, whose blood pressure was <150/90 mm Hg.</p> <p>5) Colorectal Cancer Screening: At least 64% of Clients 50-75 years of age who had appropriate screening for colorectal cancer with any of the following test: annual fecal occult blood test; flexible sigmoidoscopy every 5 years; or colonoscopy every 10 years.</p> <p>6) Client BMI Assessment: At least 79% of Clients 18-74 years of age who had an outpatient visit and whose BMI was documented in the past two years.</p>		
	4) Clients receive quality dental care services.	1) 90% of Clients will receive improved access to dental care services.	Department of Health (DOH) Dental Services.	Random time study by following Clients; time counted from point of check-in to discharge.
		2) 80% of Clients indicate satisfaction with the overall quality of dental care services.	DOH Dental Services.	Monthly survey Distribution in three languages and tabulation at each dental service site.

* Outcome Number 2- The Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS) survey is a standardized tool to measure patient perceptions of care delivered by a provider (e.g., physician, nurse practitioner, physician assistant, etc.) in an office setting.

** Outcome number 3- Indicators 1, 2, 3, 5, 6, and 7 measured using 2015 Healthcare Effectiveness Data and Information Set (HEDIS) used by 90% of American Health Plans to measure performance on dimension of care and services. The 2015 Medicaid Benchmarks/Thresholds were used on each with the exception of Indicator 6 where Medicare was used.



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 (Signature)

EXHIBIT E – QUARTERLY DEMOGRAPHIC AND SERVICE REPORT

Memorial for Quarter ending: _____ County Fiscal Year 20____ Agreement #19-CP-HCS-8213-01

Table 1 - Unduplicated Client Count - Adults and Children

	Male	Female	Total
Children			
Adult			
Total			

Table 2 - Ethnicity and Age of Users – Total

Age	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			
0-2																								
3-5																								
6-10																								
11-13																								
14-15																								
16-17																								
18-21																								
22-49																								
50-59																								
60+																								
Total																								

Table 3 - Medical and Dental Service Encounters

Total Encounters	Adults	Children	Total
Medical Service Encounters (without Dental)			
Dental Encounters			
Total			



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 SOCIAL WORK

EXHIBIT E – QUARTERLY DEMOGRAPHIC AND SERVICE REPORT (cont.)

Table 4 - Other Encounters

Services	No. of Encounters
Nursing	
Social Worker/Case Mgr.	
Nutritionist	
Diagnostics	
Prescriptions	
Total	

Table 5 - Income Status - Pay percent of Poverty

	No. of Clients
000% - 100%	
101% - 123%	
124% - 167%	
168% - 200%	
201% - 250%	
251% - 300%	
301% - 350%	
351% - 400%	
400% +	
Incomplete documentation	
Total	

Table 6 – Top Ten Diagnoses by ICDM Code-Adults

Rank	Code	Diagnosis	No of Users	%
1				
2				
3				
4				
5				
Total				

Table 7 – Top Ten Diagnoses by ICDM Code-Children

Rank	Code	Diagnosis	No of Users	%
1				
2				
3				
4				
5				
Total				

Table 8 Hospital Discharge and Readmission to South Broward Community Health Services (SBCHS)

	No. of Clients
No. of SBCHS inpatient admissions to Memorial hospitals?	
No. SBCHS inpatient discharged patients readmitted to Memorial hospitals within 30 days of discharge.	
Total	

Table 9 SBCHS Behavioral/Mental Health Screenings

	No. of Clients
No. of Clients screened for behavioral/mental health services	
No. of Clients receiving referrals for behavioral/mental health services	
No. of Clients that used the Telehealth System	
Total	





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EXHIBIT E – QUARTERLY DEMOGRAPHIC AND SERVICE REPORT (cont.)

Table 10 – Health Insurance Marketplace Screening and Eligibility

	No. of Clients/Households
Number of Persons Screened/Assisted	
Number of Applications	
Number of Assists/Determined Eligible	
Number of Assists Whose Payer Source Changed to Third Party Payer (Primary Care Patients	
Number of Established Primary Care Patients Who Returned to Self-Pay from Third Party/Private*	

Preparer's Name
Preparer's Title
Preparer's Signature and Date

Limitation: The "Number of Persons Screened/Assisted" includes any members of the general public requesting Affordable Care Act screening and may not necessarily be a Memorial Primary Care patient.

The Number of actual Memorial Primary Care patients "Screened/Assisted" can only be reconciled when a patient returns for medical services.

*Reported every Six (6) Months.



EXHIBIT F – REQUIRED REPORTS AND SUBMISSION DATES

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by Memorial	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage		1 copy
Invoice	15 th day of each month Invoices are Either e-mailed to AccountsPayable@broward.org or mailed to Broward County Commission P.O. Box 14740 Ft. Lauderdale, FL 33302-4740 Attn: Accounts Payable	Original plus 1 copy
Primary Care Monthly Client Demographic Report	15 th day of each month	1 copy
Primary Care Monthly Client Service Report		
Outcomes Report	January 15, April 15, July 15, October 15	Original plus 1 copy
Client Demographic Report		Original plus 1 copy
Certification of Coverage	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statement	Due within 270 days after the close of Memorial's fiscal year end; submit to Repository	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	July 15 th of each year	1 copy
Monitoring or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Memorial.



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Sarah P. Griffith
Deputy General Counsel
South Broward Hospital District




Attachment I
Fiscal Year 2018 – 2019
South Broward Hospital District d/b/a Memorial Healthcare System
Facilities Utilized by South Broward Hospital District for Primary Care Services

Complete Location (Street Address, City, Zip)	Facility Description and Official Building Name (if applicable) (Admin, Clinic, Envrn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ. Feet	Employee Count (FTE/OPS/Co ntract)
4105 Pembroke Road, Hollywood, FL 33021	South Broward Community Health Services - Primary Care, RX, Env, Security, OBGYN, Scanning, Lab, Admin, Healthy Start, PCMH team	Very old lease, no number assigned.	Lease	Broward County Board of County Commissioners	19,000	78
3700 Johnson Street, Hollywood, FL 33021	South Broward Community Health Services - Primary Care, Walk-In, Env, Security, Admin and PCMH Team	Not applicable.	Owned	South Broward Hospital District	6,100	18
1750 East Hallandale Beach Blvd, Hallandale, FL 33009	South Broward Community Health Services - Primary Care. RX, Env, Security, Admin and PCMH Team	1001.4935C	Lease	Hallandale Investments, Inc.	31,217	67
6730 Miramar Parkway, Miramar, FL 33023	South Broward Community Health Services - Primary Care, Security, Admin, PCMH team.	DN# 14863	Lease	City of Miramar, Florida	2,702	11
140 South Federal Highway, Dania Beach, FL 33004	South Broward Community Health Services - Primary Care, Security, Admin, PCMH team.	1001.2407C	Lease	Mountaineer Property Development Corp.	5,000	14
2217 North University Drive, Pembroke Pines, FL 33024	South Broward Community Health Services - Primary Care, Admin, PCMH team.	1001.4189C	Lease	HSD Associates	3,000	14
10910 Pembroke Road, Miramar, FL 33025	South Broward Community Health Services - Primary Care, Admin, PCMH team.	1001.5590C	Lease	Miramar Commons LTD	5,085	15
17786 SW 2nd Street, Pembroke Pines, FL 33029	South Broward Community Health Services - Primary Care, Admin, PCMH team.	1001.6942C	Lease	CPAC Silverlakes, LLC	4,571	10

Additional Comments:

APPROVED AS TO FORM


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Attachment II
Fiscal Year 2018 – 2019
South Broward Hospital District d/b/a Memorial Healthcare System

(Note: Memorial may use its own generated form that includes the parameters listed below. Form may be submitted electronically)

PRIMARY CARE MONTHLY CLIENT DEMOGRAPHIC REPORT

Date:

Agency Assigned Unique Identifier	Birth Gender (M-Male; F-Female; T-Transgender; U-Unreported)	Current Gender (M-Male; F-Female; Transgender F-M; Transgender M-F; Other)	Date of Birth (mm/dd/yyyy)	Race – White (Y-Yes; N-No; U-Unknown)	Race – Black (Y-Yes; N-No; U-Unknown)	Race – Asian (Y-Yes; N-No; U-Unknown)	Race – NHPC (Y-Yes; N-No; U-Unknown)	Ethnicity (Hispanic/Latino; Non-Hispanic/Latino; Unreported)	Number of People in the Household	% of Federal Poverty Level	Last Eligibility/Insurance Check Date (mm/dd/yyyy)



APPROVED AS TO FORM

Attachment III
Fiscal Year 2018 – 2019

South Broward Hospital District d/b/a Memorial Healthcare System

(Note: Memorial may use its own generated form that includes the parameters listed below. Form may be submitted electronically)

PRIMARY CARE MONTHLY CLIENT SERVICE REPORT

Date:

Agency Assigned Client Unique Identifier	Date of Service	Service Category (MH; Primary Care, Nursing; Oral; Social Work)	Service Name	Service Code (CPT-4; HCPCS; DPT Code)	Rendering Provider	Service Facility Location	Prescription Number (NDC #)	Amount/Dosage (i.e. 30 pills, 1 tube of cream, etc.)	Total Charge	Unit of Measure (Hour; 15-minutes; 30-minutes; 45-minutes; etc.)	Units of Service

NOTE: Reporting on the data element of 'social work' will begin at the start of the second quarter or on the date approved by the Contract Administrator.

